

'The Companies Act 1908 to 1917'

Company Limited by Shares

Memorandum
and
Articles of Association
of the



Hesketh Golf Club
Limited

Incorporated the 22nd day of September 1920

Solicitors:
W & R Hodge and Halsall,
Southport

No. 170,373.

Certificate of Incorporation

I hereby certify that **HESKETH GOLF CLUB LIMITED**, is this day Incorporated under The Companies Acts, 1908 to 1917 and that the company is Limited.

Given under my hand at London this twenty-second day of September, one thousand nine hundred and twenty.

A.E. Taylor
Assistant Register of Joint Stock Companies

Fees and Deed Stamps: £5 10s. Od.

Stamp Duty on Capital: £30 0s. Od.

'The Companies Act, 1908 to 1917'

COMPANY LIMITED BY SHARES

Memorandum of Association

**Of
HESKETH GOLF CLUB LIMITED.**

1. The name of the company is 'Hesketh Golf Club Limited'. Hereinafter referred to in this Memorandum and Articles of Association and for all other purposes as 'the Club'.
2. The Registered Office of the Club will be situated in England.
3. The Objects for which the Club is established are –
 - (a) To take over all or any part of the property and assets and liabilities of the present unincorporated Club known as the Hesketh Golf Club.
 - (b) To promote the game of golf and other athletic sports and pastimes, and to encourage social intercourse between the Members of the Club.
 - (c) To establish, maintain and conduct a Golf Club for the accommodation of the Members of the Club and their friends, and generally to afford to them all the usual privileges, advantages, conveniences, and accommodation of a club.
 - (d) To acquire by purchase, lease, or otherwise golf links and grounds at Southport, in the County of Lancaster, or elsewhere in or near to Southport aforesaid, and to lay out, prepare, and maintain the same for golf or other athletic sports or pastimes, and to build or otherwise provide club-house, dormitories, pavilions, dwelling-houses, and bungalows, workshops, stables, sheds, motor houses and other conveniences in connection therewith and to furnish, alter, enlarge, repair, uphold, and maintain the same, and to permit the same to be used by Members and employees of the Club and others either gratuitously or for payment.
 - (e) To acquire by purchase, lease or otherwise any other land, buildings, tenements, or hereditaments situate contiguous or near to the golf links and grounds, clubhouse, and premises of the Club, and such as may be deemed by the Club likely to advance or benefit either directly or indirectly the interest of the Club.
 - (f) To manage, improve, farm, cultivate, and maintain all or any part of the lands, buildings, tenements, and hereditaments of the Club, and to demise, underlet, exchange, sell or otherwise deal with and dispose of the same

either together or in portions for such considerations as the Club may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

- (g) To purchase, hire, make, or provide and maintain all kinds of horses and livestock, motor cars, furniture, plates, linen, glass, books, papers, periodicals, stationery, billiard tables, cards, games, tools, implements, machines, utensils, and other things required or which may be conveniently used in connection with the links and grounds, club-house, and other premises of the Club by persons frequenting the same, whether Members of the Club or not.
- (h) To buy, prepare, make, supply, sell and deal in all kinds of golf clubs and balls and all apparatus used in connection with the game of golf and other athletic sports and pastimes.
- (i) To purchase as the joint property of the whole of the Members of the Club, for and on behalf of the Members of the Club, all kinds of liquors, tobacco, cigars, cigarettes, provisions, and refreshments required or used by the members of the Club, or other persons frequenting the links, grounds, club-house, or premises of the Club, and to supply the same to individual members of the Club as Agent for and on behalf of the whole of the Members of the Club.
- (j) To hire and employ all classes of persons considered necessary for the purposes of the Club, and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities, and pensions.
- (k) To promote and hold either alone or jointly with any other association, club, or persons, meetings, competitions, and matches for the playing of golf or any other athletic sports or pastimes and to offer, give, or contribute towards prizes, medals, and awards therefore, and to promote, give and support dinners, balls, concerts, and other entertainments.
- (l) To establish, promote, or assist in establishing or promoting, and to subscribe to or become a member of any other associations or clubs 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 the Club: Provided that no subscription be paid to any such other association or club out of the funds of the Club except bona fide in furtherance of the objects of the Club.
- (m) 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, or may be connected with Southport aforesaid; to give pensions, gratuities, Christmas boxes, or charitable aid to any person who may have served the Club, or to the wife, widow, children, or other relatives of such

persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Club.

- (n) To invest and deal with the moneys of the Club not immediately required, upon such securities and in such manner as may from time to time be determined.
- (o) To borrow or raise and give security for money by the issue of or upon Bonds, Debentures, Debenture Stock, bills of exchange, promissory notes, or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club.
- (p) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

4. The Liability of the Members is Limited.

5. The Share Capital of the Club is Three Thousand Pounds, divided into Six Hundred Shares of Five Pounds each, with the power to increase or reduce the Capital and to issue deferred preference, or guaranteed, or any other kind of shares as part of the Capital, and in such amounts and upon such conditions either as regards payment of Dividends, voting, or repayment of Capital or otherwise as may from time to time be determined, and to issue all or any part of the shares fully or partly paid up.

We the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a Club in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Club set opposite our respective names.

Name, Address and Descriptions of Subscribers	Number of Shares taken by each subscriber.
CYRUS BULLOCK, 2 HESKETH ROAD – ENGINEER	ONE
THOMAS HENRY AULTON 41, HAWKSHEAD STREET, SOUTHPORT – CHARTERED ACCOUNTANT.	ONE
WILLIAM JOLLEY BOOTHROYD 30 LEYLAND ROAD, SOUTHPORT – SILK MERCER	ONE
WILLIAM ALEC BOOTHROYD 10 NORWOOD AVENUE, SOUTHPORT – SILK MERCER	ONE
WILLIAM HENDERSON 1 CAMBRIDGE ROAD, SOUTHPORT – SCHOOL MASTER	ONE
JOHN BOYD BROADLEY 5 COUDRAY ROAD, SOUTHPORT – MERCHANT	ONE
GEORGE LLOYD 29, NORWOOD AVENUE, SOUTHPORT – BOROUGH TREASURER	ONE
JOSEPH WILLIAM WILSON 16 HESKETH ROAD, SOUTHPORT – GENTLEMAN	ONE
GEORGE FREDERIC SMITH 6 PARK AVENUE, SOUTHPORT – COTTON SPINNER	ONE

Dated the 2nd day of September 1920.

Witness to all the above Signatures –

Wilmot Hodge
Solicitor
Southport.

'The Companies Acts, 1908 to 1917'

COMPANY LIMITED BY SHARES

Articles of Association

of

Hesketh Golf Club

Limited.

("the Club")

PRELIMINARY.

1. The regulations contained in Table A in the First Schedule to The Companies (Consolidation) Act, 1908, shall not apply to Hesketh Golf Club Limited (the club)
2. In the construction of these Articles the following words shall have the respective meanings hereby assigned to them, unless there be something in the context inconsistent therewith:
 - a) Words including the singular number only shall include the plural number also, and vice versa.
 - b) Words denoting the masculine gender only shall include the feminine gender also.
 - c) Words including persons only shall include corporations.
 - d) Present shall be present in person or by proxy.
3. Subject to the last preceding Article, any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

BUSINESS

4. The First Business of the Club shall be to take over all or any part of the property and assets and liabilities of the present unincorporated Club known as the HESKETH GOLF CLUB, and to carry into effect such ancillary purposes as are expressed in the Memorandum of Association.
5. The Minimum Subscription upon which the Directors may proceed to allotment in the case of the first allotment of any Shares payable in cash is Shares to the nominal value of Five Hundred Pounds. Subject as aforesaid, the business of the Club may be commenced notwithstanding that the nominal Capital may have been only partially subscribed.

SHARES AND TRANSFERS OF SHARES

6. The Shares shall be allotted at the discretion of and by the Directors, who shall however allot at least One Share to each applicant of whom the Directors shall approve as a person whom it is desirable to admit to Membership of the Club.
7. Every applicant for Shares shall on application pay the sum of Five Pounds per Share or such other sum per Share as shall be fixed by the Directors, and he shall also on receiving notice of allotment pay such other sum, if any, as shall be fixed by the Directors.
8. No share shall be transferable by any holder to any person until he shall have given or left at the Registered Office of the Club one calendar month's notice in writing of his desire to transfer such Share.
9. Any Holder desiring to transfer any Share or Shares shall bound to transfer the same at the amount paid thereon to any person or persons who shall, within one calendar month after such notice of desire to transfer shall have been left as aforesaid, be named by the Directors; and in the event of the Directors failing within the said period to name a purchaser the Holder of such Share or Shares may sell the same as he may think fit, but only to a person who is at the time a Member or person approved by the Directors aforesaid.
10. The instrument of transfer of any Share in the Club shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain a Holder of such Share until the name of the transferee is entered in the Register Book in respect thereof.
11. The Club shall keep a book or books to be called the Register of Transfers, in which shall be entered the particulars of every transfer of any Share, and for making such entry the Club may demand and take a fee not exceeding Five Pounds.

12. Shares in the Club may (subject to the provisions of these Articles) be transferred in the following form:-

I, A.B, of, in consideration of paid to me by C.D., of, do hereby transfer to the said C.D the Share (or shares) numberedstanding in my name in the books of THE HESKETH GOLF CLUB, LIMITED, to hold unto the said C.D., his executors , administrators, and assigns, subject to the several conditions on which I held the same at the time of the execution hereof, and I the said C.D. do hereby agree to take the said share (or shares) subject to the same conditions.

As witness our hands this day of

13. The execution of such transfer shall be attested by one witness at least, who shall also sign the same and the said transfer shall be presented to and deposited with the Club accompanied by such evidence as the Directors may require to prove the title of the transferor.
14. The Register of Transfers shall be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year, or for such other period as the Directors may appoint.
15. No transfer of any Share shall be made to anyone who is not already a Member or person approved of by the Directors as aforesaid.
16. The Club shall have a first and paramount charge and lien on all Shares and on all interest payable in respect thereof for all moneys due to and liabilities subsisting with the Club from or in the part of the Registered Holder or any of the Registered Holders thereof, including all Calls the resolutions for which shall have been passed by the Directors, although the times appointed for their payment may not have arrived, and including any liability to the Club for damages in respect of any breach of its articles or rules, although the amount of such damages shall not have been ascertained.
17. The Directors shall have absolute power and discretion to refuse to recognise any transfer made by a Member or Members from or on the part of whom, or any of whom, either alone or jointly with any other person, any debt is due to or liability is existing with the Club, or any transfer made to a person or persons who is not a Member or person approved by the Directors as aforesaid, and no Member or proposed transferee shall be entitled to require the Directors to state the reason for such refusal.
18. The Directors by a resolution passed by two-thirds of the entire Board of Directors may at any time, and without stating any reason require any Holder of a Share or Shares to transfer the same; and from the date of issue of notice to such effect such Holder of a Share or Shares shall cease to be entitled to

enter the club-house or links, and he shall transfer every Share held by him to some other person or persons in the manner prescribed by Article 9, the notice from the Directors being read in place of the notice of desire to transfer : provided always that that any such Holder of a Share or Shares shall have a right to require the Directors to summon an Extraordinary Meeting of the Shareholders to consider his case, and if there shall be twenty four Members present at such Meeting eligible to vote (but not otherwise), the Directors' decision may be reversed by a resolution passed by two-thirds of those present and voting. If less than twenty-four Members eligible to vote be present, the meeting shall be adjourned for one week. If at such adjourned meeting there shall not be twenty-four Members eligible to vote the Director's decision shall stand.

19. Every Registered shareholder shall, without payment, be registered on the Clubs register of shareholders. Said Member shall not be entitled to a paper certificate.
20. No Member shall be entitled to receive any interest or to be present or vote at any Meeting or upon a poll or to exercise any privilege as a Member until he shall have paid all Calls for the time being due and payable on every Share held by him, together with interest and expenses (if any).

CALLS ON SHARES

21. The Directors may, subject to the regulation of these presents, from time to time make such Calls upon the Members in respect of all moneys unpaid on their Shares as they may think fit, provided that fourteen days' notice at least is given of each Call, and each Member shall be liable to pay the amount of every Call so made upon him to the persons at the times and places appointed by the Directors.
22. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.
23. If before or on the day appointed for payment thereof a Call payable in respect of a Share is not paid the Holder for the time being of the Share shall pay interest on the amount of the Call at the rate of five per centum per annum from the day appointed for payment thereof to the time of actual payment, and he shall in the option of the Directors lose all the right to interest upon the Shares applicable to the time any Call is in arrear. The Club may sue any such defaulting Member for the amount of Call unpaid with interest thereon as aforesaid.
24. Any sums which by the terms of the allotment of a Share are made payable upon the allotment or any fixed date shall for all the purposes of these presents be deemed to be a Call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as in

payment of interest and expenses, forfeiture, and the like, and all other the relevant provisions of these presents, shall apply as if such sum were a Call duly made and notified as hereby provided.

TRANSMISSION OF SHARES

25. No executor or administrator of a deceased Member or assignee in bankruptcy nor legatee nor execution creditor, nor any person in whom any Share belonging to a Member would by act of law be vested, shall be entitled to hold any Share in the Club, but each such person shall, within one calendar month after becoming such executor, administrator, assignee in bankruptcy, legatee, execution creditor, or representative aforesaid, leave notice in writing at the registered place of business of the Club of the circumstances under which he claims to be interested in any Share or Shares with the numbers thereof, and he shall be bound to transfer the Share or Shares which would, but for this proviso, be vested in him to any person or persons who should within three calendar months after such notice shall have been left be named by the Directors at the amount paid upon such Share or Shares.
26. In case the Directors shall fail to find a purchaser of the Share or Shares referred to in the immediately preceding Article within such three calendar months as aforesaid, then such Share or Shares may be sold in such manner as the person or persons claiming to be interested therein may deem fit, but only to a purchaser who is at the time a Member of the Club or simultaneously with his obtaining a transfer becomes a Member of the Club.

FORFEITURE OF SHARES

27. If any Member fails to pay any subscriptions due from him under rules to be made and adopted for the admission of playing Members of the Club and the regulation of the affairs of such Club, and of the rights and duties of such playing Members, for a period of twelve months after the same shall have become due, notice shall be sent by the Club Manager requiring him to pay such subscriptions as aforesaid and all other sums, if any, which may be due from him under the said rules, within one calendar month from the receipt of such notice.
28. If any Member having received such notice as aforesaid shall not, before the expiration of one calendar month from the receipt thereof, have paid in full all moneys due from him in respect of subscription (except the subscription for the current year), the Directors shall have the power at any time after expiration of the said notice to forfeit the Shares of such Member as aforesaid by resolution to that effect without further notice.
29. Any Share so forfeited shall be deemed to be the property of the Club and may be re-allotted and otherwise disposed of as the Directors think fit.

30. The Directors may at any time within six calendar months after any forfeiture shall have been declared receive the subscription and other moneys in respect of the non-payment of which such forfeiture shall have occurred, together with such further sum of money, by way of redemption money, for the default as they shall think fit, not being less than five per cent on the amount of the sum wherein default in payment had been made, and thereupon remit such forfeiture, and may restore the forfeiture Shares to the Holder thereof as if no such forfeiture had accrued, but no Share bona fide allotted or otherwise disposed of under the immediately preceding Article shall be redeemable after such allotment or disposal.
31. Any Member whose Shares have been forfeited shall, notwithstanding, be liable to pay to the Club all Calls owing upon such Shares at the time of forfeiture.
32. A certificate in writing under the hands of one of the Directors or of the Club Manager that default was made in payment of any subscription and other sums of money and notice thereof given, and that the forfeiture of the Share was made by a resolution of the Directors to that effect, shall be conclusive evidence of the facts therein stated as against all persons entitled to such Share, and such declaration and the receipt of the Club for the payment in respect of such Share, in terms hereof shall constitute a good title to such Share, and a Certificate of Proprietorship shall be delivered to the Member acquiring such Share and thereupon he shall be deemed the Holder of such Share discharged from all Calls due prior to acquiring the same.
33. The forfeiture of a Share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Club in respect of the Share, and all other rights and liabilities incidental to the Share as between the Member whose Share is forfeited and the Club, except only such of those rights and liabilities as are by these presents expressly reserved or as are by the Statutes given or imposed in the case of past Members.

INCREASE OF CAPITAL

34. The Directors may, with the sanction of a Special Resolution of the Club previously given in General Meeting, increase its Capital by the issue of new Shares, such aggregate increase to be of such amounts and to be divided into shares of such respective amounts as the Club in General Meeting directs, or, if no directions are given, as the Directors think expedient, and may by consolidation or subdivision divide the Capital or any part into Shares of larger or small nominal amounts.
35. Any Capital raised by the creation of new Shares shall be considered as part of the original Capital and shall be subject to the same provisions with reference

to the payment of Calls and forfeiture under the provisions of Articles 27 to 33 as if it had been part of the original Capital.

REDUCTION OF CAPITAL

36. The Directors may with the sanction of a Special Resolution of the Club previously given in General Meeting reduce its Capital.

GENERAL MEETINGS

37. The first General Meeting shall be held at such time within a period of not less than one month nor more than three months from the date at which the Club is entitled to commence business, and at such place as the Directors may determine.
38. Subsequent General Meetings shall be held once in every year, no later than the 31st March, at such time and place as may be determined by the Directors.
39. The above-mentioned General Meeting shall be called 'Ordinary' Meetings; all other General Meetings shall be called 'Extraordinary'.
40. The Directors may call an Extraordinary Meeting whenever they think fit.
41. The Directors shall call an Extraordinary Meeting whenever a requisition in writing signed by not less than thirty Members of the Club at least 28 days before the date of the Meeting stating fully the general nature of the business for which the Meeting is proposed to be called, shall be delivered at or sent by registered post or email to the Registered Office of the Club.
42. If the Directors within fourteen days after the delivery or receipt of any such requisition do not issue notices calling a Meeting in accordance therewith for a day not more than twenty one days after such delivery or receipt, the requisitionists or any other Members amounting to the required number may themselves convene an Extraordinary General Meeting for the business described in the requisition to be held at such time within six weeks after such delivery or receipt and at such place as they think fit.

PROCEEDING AT GENERAL MEETINGS

43. Twenty one days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which the notice is given), specifying the place, the day, and the hour of meeting, and in the case of special business the general nature of such business, shall be given in manner hereinafter mentioned to such Members as are under the provisions herein contained entitled to receive notices from the Club. But the accidental omission to give such notice to, or the non-receipt of such notice by, any

Member shall not invalidate any resolution passed or proceeding held at any such Meeting.

44. The business to be transacted at an Ordinary General Meeting shall be to receive and consider the reports and accounts to be presented by the Directors and Auditors as hereinafter mentioned, and to pass resolutions confirming or otherwise dealing with such reports, to pass resolutions regarding the conduct of the business of the Club, to confirm or otherwise dispose of any acts of the Directors which may require confirmation, to authorise money to be borrowed, and to fill up any office which may be vacant or become vacant at any such Meeting and may required to be filled up, and generally to enquire into and discuss the state and prospects of the Club, but no business of a special or any description other than as aforesaid shall be transacted at any such Meeting unless special notice of such business shall have been given in the circular letter convening such business, in which case the Meeting shall for the purpose of such business be deemed to be an Extraordinary General Meeting, and shall require special notice accordingly.
45. No business shall be entered upon by an Extraordinary General Meeting except such as shall be set forth in the notice convening the same.
46. No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Thirty shareholders shall be quorum.
47. If within a quarter of an hour from the time appointed for the holding of a General Meeting a quorum is not present the Meeting, if convened on the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned Meeting a quorum is not present within a quarter of an hour from the time appointed for holding the Meeting the Members present shall be a quorum.
48. The Chairman with the consent of any Meeting at which a quorum is present may adjourn the Meeting from time to time and from place to place as the Meeting shall determine. Whenever a Meeting is adjourned from ten days or more notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at any adjourned Meeting. No business shall be transacted at any adjourned Meeting other than the business which might have been transacted at the Meeting from which the adjournment took place.
49. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose

some Director, or if no Director be present, or if all the Directors present decline to take the Chair, they shall choose some Member present to be Chairman of the Meeting.

50. No Rule of the Club shall be repealed or altered, and no new Rule shall be made, save by a two thirds majority of shareholders present and voting at a General Meeting upon a notice of motion or amendment thereto, in accordance with these Articles. Any Rule changes approved at a General Meeting shall be displayed within 14 days. The Board of Directors may, at its discretion, choose to hold a postal vote allowing all shareholders to submit a ballot paper 48 hours prior to the meeting, the result to be announced at the Meeting.
51. At every General Meeting a resolution (other than that of a Rule change) put to the vote of the Meeting shall be decided on a show of hands by a majority of shareholders present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by ten percent or more shareholders present in person and entitled to vote, and unless a poll be so demanded a declaration of the Chairman of the Meeting that a resolution has been carried or has been carried by a particular majority, or lost, shall be conclusive, and an entry to that effect in the book of proceedings of the Club shall be sufficient evidence thereof without proof of the number or proportion of he voted recorded in favour or against such resolution.
52. If a poll be demanded in manner aforesaid it shall be taken at such a time and place and in such a manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
53. No poll shall be demandable on the election of a Chairman of a Meeting or on any question of adjournment.
54. In the case of an equality in votes either on a show of hands or at the poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a further or casting vote.
55. The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.
56. The resolutions and proceedings at Ordinary and Extraordinary Meetings shall be entered in the Minute Book of the Club, and the entry thereof in the said book, authenticated by the signature of the Chairman of the Meeting, shall be sufficient evidence of any resolutions having been carried; and all resolutions and decisions of such a Meeting shall be valid and binding on the Club provided the Meeting has been duly called and constituted.

VOTES OF MEMBERS

57. In case of a poll every Member shall have one vote only, notwithstanding that he may hold one or more Shares, provided he be not disqualified under any of the Articles.
58. No Member shall be allowed to vote at or otherwise interfere with or take part in the business of any Meeting to whom a notice to transfer has been issued under Article 18, or whose Share or Shares is or are liable to forfeiture or is or are forfeited under Article 27, or unless all moneys due from him to the Club have been paid.
59. Votes may be given either personally or by proxy.
60. The instruments appointing a proxy shall be in writing under the hand of the appointer and shall be attested by one or more witness or witnesses. No person shall be appointed a proxy who is not a Member.
61. The instrument appointing a proxy shall be deposited at the Registered Office of the Club at least forty-eight hours before the time appointed for holding the Meeting at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of ten months from the date of its execution.
62. Any instrument appointing a proxy shall be in the following form, or as near thereto as may be:-

Hesketh Golf Club Limited

I,, of....., a Member of
The Hesketh Golf Club Limited, here by appoint
....., of....., another
Member of the Club, and, failing him,.....,
Of, another Member of
The Club, to vote for me and on my behalf
At the (Ordinary, or Extraordinary, as the case may be)
General Meeting of the Club to be holden on the day of....., and at every
adjournment thereof.

As witness my hand this Day of, 10.

Signed by the said in the presence of.....

Or in such other forms as the Club shall from time to time approve.

DIRECTORS

63. The following shall be the First Directors: viz., WALTER KNIGHT BALL, of 132 Lord Street, Southport, Estate Agent; JOHN RAYNER BATTY, of 11 Park Road, Southport, Jeweller; THOMAS CLEWORTH, of 24 Albert Road, Southport, Gentlemen; ARTHUR EDWARD EVANS, of 14 Argyle Road, Southport, Insurance Manager; GEORGE FREDRICK JOHNSON, of 28 Rawlinson Road, Southport Merchant; ARNOLD SEYMOUR MEAD, of 14 Cambridge Road, Southport, Managing Director of a Limited Company; WILLIAM PLATT, of 132 Lord Street, Southport, Chartered Accountant; KARL PEARSON TAYLOR, of 66 Leyland Road, Southport, Gentleman; HUMPHREY WALKER, of 30 Coudray Road, Southport, Mining Engineer; and ERNEST WALKER, of 12 Allerton Road, Southport, Cotton Spinner.
64. The first Directors and any other Directors appointed by them as hereinafter mentioned shall continue in office till the first Ordinary Meeting of the Club and until others are appointed in their places.
65. From the date of the first Ordinary Meeting of the Club the qualification of a Director shall be holding of One Ordinary Share. The number of Directors shall be not less than five nor more than eight and shall include specifically the roles of Chairman and Finance Director. The Gentlemen's and Ladies' Captains are nominated ex officio Board members without voting rights during their year in office.
66. The respective Captains shall be elected for one year by the shareholders attending the General Meeting and shall be eligible for re- election.
67. The election of members on to the Board of Directors shall take place in the following manner: -
- a) Any two shareholders of the Club, having both been in a Resident or 6 Day category for at least two years prior to the date of the meeting and remaining in that category at the date of the meeting may propose and second for the Board of Directors another shareholder similarly qualified and who is willing to serve if elected for the specific Directorship identified in the nomination.
 - b) The name of each Member so nominated shall be sent in writing to the Club Manager on or before the fifteenth of January, accompanied by intimation in writing by the candidate that they are willing to serve if elected.
 - c) All nominations as received shall be posted on the Club notice board, together with the names of the proposer and seconder and shall remain thereon until the day of the Annual General Meeting. Balloting lists shall be prepared

containing the names of the candidates only. Each Member, present at the Annual General Meeting and entitled to vote, may vote for no more than the number of vacancies available on the Board of Directors.

- d) The Board of Directors shall be presided over by the Chairman of the Board, who shall be elected by the shareholders at a General Meeting. In the Chairman of the Board's absence, meetings of the Board of Directors will be chaired by a Director chosen from those Directors attending the meeting.
- e) The Club Manager shall post on the Club notice board before 15th January each year, a list showing the number of Board meetings held since the last General Meeting with the number of attendances of each member of the Board of Directors.
- f) The Board of Directors may co-opt any Resident or 6 Day Member of at least 2 years' standing to fill in-year vacancy on the Board. Although such co-opted Member shall retire at the following General Meeting, they shall be eligible as a candidate for the Board of Directors at such General Meeting. Any service as a co-opted member of the Board of Directors shall be excluded from the provisions of Article 91.

POWERS AND PROCEEDINGS OF DIRECTORS

- 68. The Directors shall have power at any time prior to the first Meeting of the Club to supply any vacancies in their number arising from death, resignation, disqualification, or otherwise.
- 69. The Club shall at the Ordinary Meeting at which any Directors retire in manner aforesaid fill up the vacant offices by electing a like number of Directors duly qualified.
- 70. Any in-year vacancy occurring in the number of Directors subsequent to the first Ordinary Meeting may be filled up by the Directors subject to the approval of the next Ordinary Meeting, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

71. Subject to the provisions of Article 68, the Club may from time to time in General Meeting increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out to office.
72. The Club in General Meeting may by Ordinary Resolution remove any Director before the expiration of his period of office and may by an Ordinary resolution appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

Rules of the Club

73. The Club may from time to time in General Meeting make, repeal or alter such Rules as they think fit as to the management of the Club and its affairs. The Rules shall be binding on all Members of the Club. No Rule shall be inconsistent with the Companies Act, the Articles or any rule of law. The Rules may regulate the following matters but are not restricted to them;
- a) The duties of any officer of the Club;
 - b) The admission of Members to the Club, the benefits conferred on such Members and any subscriptions, fees or payments to be made by the Members;
 - c) The conduct of Members of the Club in relation to one another and to the Club's employees;
 - d) The procedures in relation to the election of the Gentlemen's and Ladies' Captains.
74. The whole affairs and business of the Club shall be managed and transacted by the Directors, unless in so far as these are not specially required to be exercised by the Club in General Meeting subject, nevertheless, to the regulation of these Articles or any other that may be adopted by the Club as hereinafter provided, and to the provisions of the Statutes. But no new regulation made by the Club in General Meetings shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.
75. The Board of Directors, in addition to the powers hereinafter specifically conferred upon them, shall have the control of the finances of the Club, power to engage, control and dismiss the Club Manager and other Club employees. It shall have all such administrative powers as may be necessary for carrying out the objects of the Club in accordance with these Articles. Its authority, in all cases, shall be paramount until overcome by a General Meeting.
76. The Board of Directors shall have power to appoint committees selected from their own number, who alone will have the right to vote at Board meetings, and or other eligible Members of the Club, to assist in and to facilitate the

management of the Club's affairs. Such committees shall elect their own chair of committee who shall be a member of the Board. The Chair of the Board, Captains and Finance Director shall be ex-officio members of all committees.

77. The Board of Directors shall have power to raise any monies required for the purposes of the Club, at such rate of interest and in such form and manner and upon such security as they shall deem fit. They shall have the power to raise annual subscriptions, without reference to the Members, if such increase is not greater than the annual headline rate of inflation, Retail Price Index (RPI) +1.5% or such other index as may replace the RPI taken at 31st December prior to the proposed increase.
78. The Board of Directors shall have power to elect previous or present Members who have rendered exceptional service to the Club, to be Honorary Life Members, with full membership rights and without payment of any fees.
79. The Board of Directors are empowered to make, repeal or amend such Bye-laws as they from time to time consider necessary for the wellbeing of the Club, which Bye-laws, repeals and amendments shall have effect until otherwise determined by the Board of Directors or a General Meeting. The Board of Directors shall have power, from time to time, to alter the entrance fee and visitors' fees and to fix and vary the hours of opening and closing of the clubhouse.
80. The Board of Directors shall have the power to discipline and if appropriate suspend and expel Members in accordance with the Disciplinary Procedure of the Club as formulated and amended by the Board of Directors from time to time. Such procedure to be available for inspection by any Member.
81. The Directors may from time to time borrow at their discretion from the Directors, Members, or other persons, or any banking or other Club, any sum or sums of money for the purposes of the Club, and may raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of Debentures or Bonds of the Club, or by making, drawing, accepting, or endorsing in behalf of the Club promissory notes or bills of exchange, or giving or issuing any other security of the Club, or by a mortgage or charge of all or any part of the property of the Club or of its uncalled Capital for the time being, or may sell, lease, or dispose of or otherwise deal with any property of the Club.
82. Every receipt for purchase or mortgage or other moneys signed by two of the Directors, and countersigned by the Club Manager, shall be an effectual discharge for the moneys therein expressed to be received and shall exonerate every person, Club, or corporation paying the same from seeing to the

application thereof, or being answerable for the loss, misapplication, or non-application thereof.

83. The Directors may from time to time invest any sums of money not immediately required for the purposes of the Club in Government securities, or any other stocks, funds, or securities authorised by law for trust funds, or upon such other security as the Club by a resolution passed at an Extraordinary General Meeting may prescribe. The Directors shall have power from time to time to realise and vary such investments.
84. The continuing Directors may at any time act notwithstanding any vacancy in their body, provided always that in case the Directors shall at any time be reduced in number to less than three it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body, but not for any other purpose.
85. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
86. The Directors may from time to time appoint a Club Manager either for a fixed term or without any limitation as to the period for which he may hold office, and may, subject to any contract between him and the Club, from time to time remove or dismiss him from office and appoint any other person in his place.
87. The Directors shall have power to pay all the preliminary expenses incurred in or about the formative, promotion, and registration of the Club.

RESTRICTIONS OF DIRECTORS

88. The Seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two Directors and the said two Directors shall sign every instrument to which the Seal shall be so affixed in their presence.
89. All moneys, bills, and notes belonging to the Club shall be paid to or deposited with the Club's Bankers to an account to be opened in the name of the Club.

DISQUALIFICATION OF DIRECTORS

90. The office of a Director shall be vacated –
 - a) If a receiving order is made against him or he takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or if he be of unsound mind.

- b) If he absents himself from the meetings of the Directors during a period of six months without special leave of absence from the Directors.
- c) If by notice to the Club he resigns his office.
- d) If he be convicted of an indictable offence.

ROTATION OF DIRECTORS

91. Directors shall be elected by ballot for a term of no more than 4 years at the Annual General Meeting of the Club. They may be similarly elected for a consecutive term of no more than 4 years after which a minimum of 1 year must elapse before they are eligible for re-election.

PROCEEDINGS OF DIRECTORS

92. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined five Directors shall be a quorum. Questions arising at any Meeting shall be decided by the majority of votes.
93. On the request of a Director the Club Manager shall at any time summon a Meeting of the Directors by notice served upon the several members of the Board.
94. All acts bona fide done by any meetings of Directors or by a committee of Directors, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
95. The Directors shall cause minutes to be made in books to be provided for the purpose –
- a) Of all appointments of officers and committees made by the Directors.
 - b) Of the names of the Directors present at each meeting of the Directors and of a Committee of Directors.
 - c) Of all resolutions passed and proceedings held at all Meetings of the Club and of the Board of Directors.
96. Any such minute as aforesaid, if purported to be signed by the Chairman of the meeting at which such appointments were made or such Directors were

present, or such resolutions were passed or proceeding had (as the case may be), or by the Chairman of the next succeeding meeting of the Club or Board of Directors, shall be sufficient evidence without any further proof of the facts therein stated.

ACCOUNTS

97. The Directors shall cause true accounts to be kept –
 - a) Of all stock with an inventory of property, furniture, and plant of the Club.
 - b) Of the sums of money received and expended by the Club and the matter in respect of which such receipt and expenditure takes place; and
 - c) Of the credits and liabilities of the Club.
98. The books and accounts shall be kept at the Registered Office of the Club or at such other place as the Directors may determine. The Directors shall by resolution determine to what extent and on what conditions the books and accounts of the Club shall be open to the inspection of the Members, and the Members shall have only such rights of inspection as are given them by Statute or by such resolution as aforesaid: Provided that the Club in General Meeting may direct that any person or persons shall have a right to inspect and make extracts from any books of the Club.
99. Once at least in every year the Directors shall lay before the Club in General Meeting a statement of its assets and liabilities made up to a date not more than six months before such Meetings.

AUDIT

100. Once at least in every year the accounts of the Club shall be examined and the correctness of the statement and balance sheet ascertained by an Auditor or Auditors, whose appointment and duties shall be in accordance with the provisions of Sections 112 and 113 of The Companies (Consolidation) Act, 1908, or any statutory modification thereof.

NOTICES

101. A notice may be served by the Club upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address, to the email address on the club register, or if none, by leaving it addressed to him at the Clubhouse.
102. All notices or other documents to be given to or served on the Club or on the part of the Members or any of them shall be left or sent through the post in prepaid letters or email addressed to the Club at its Registered Office.
103. Any notice sent by post, or by email shall be deemed to have been served at the time when the same would be delivered in the ordinary course of post, and

it shall be sufficient to prove that such notice was properly addresses, stamped, and put into the post office, or delivered via email.

INDEMNITY

104. The Directors, Auditors, Club Manager, and other officers for the time being of the Club, and every of them and every of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Club from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators shall or may incur or sustain by or by reason of any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices, except such (if any) as they shall incur or sustain by or through their own willful neglect or default respectively, and none of them shall answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Club shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Club shall be placed out or invested, or for any other loss, misfortune, or damage which may happen in their respective offices or in relation thereto, except the same shall happen by or through their own willful neglect or default respectively.
105. If the Club is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Club and any other sanction required by the Act, divide among the Members in specie the whole or any part of the assets of the Club and may, for that purpose, value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as with the like sanction determines, but no Member shall be compelled to accept any assets upon which there is a new liability.
106. The club shall not make a distribution of any surplus save to another non-profit making body or, in part or in whole to shareholders on dissolution.

NAME, ADDRESS, AND DESCRIPTIONS OF SUBSCRIBERS

CYRUS BULLOCK, 2, Hesketh Road, Southport, Engineer

THOMAS HENRY AULTON, 41, Hawkshead Street, Southport, Chartered Accountant

WILLIAM JOLLEY BOOTHROYD, 30, Leyland Road, Southport, Silk Mercer

WILLIAM ALEC. BOOTHROYD, 19, Norwood Avenue, Southport, Silk Mercer

WILLIAM HENDERSON, 1, Cambridge Road, Southport, Schoolmaster

JOHN BOYD BROADLEY, 5, Coudray Road, Southport, Merchant

GEORGE LLOYD, 29, Norwood Avenue, Southport, Borough Treasurer

JOSEPH WILLIAM WILSON, 16, Hesketh Road, Southport, Gentlemen

GEORGE FREDERIC SMITH, 6, Park Avenue, Southport, Cotton Spinner.

Dated the 2nd day of September, 1920.

Witness to the above signatures –

WILMONT HODGE

Solicitor

Southport.