

Company number: 00215991

The Companies Act 2006
Company Limited by Guarantee and not
having a Share Capital

Articles of Association*
of
Blackheath & Bromley Harriers AC**

***Articles adopted by Special Resolution passed on 18 March 2017**

****Formerly B.H.H.Q. Limited, name changed by Special Resolution passed on 18 March 2017**

muckle^{LLP}

Muckle LLP
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4BF

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The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital
Articles of Association
of
Blackheath & Bromley Harriers AC
(Club)

1. Definitions and Interpretation

1.1 In these Articles, unless the context requires otherwise:

Club Member means any member who is admitted to membership of the Club, by subscription or otherwise, under the rules and/or bye laws set out in Article 42 including, as at the date of adoption of these Articles but without limitation, any:

- (i) (ordinary) Full Member;
- (ii) *junior member*;
- (iii) family member;
- (iv) associate member;
- (v) life member;
- (vi) honorary member; or
- (vii) any other class of membership set out in the rules or bye laws created pursuant to Article 42

and Club Membership shall be construed accordingly;

Annual General Meeting has the meaning given in Article 23.5;

Articles	means these articles of association of the Club;
Board	means the board of Trustees of the Club;
CA 2006	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;
Chair	means the chair of the board of Trustees appointed under Article 27.4;
Club	means the company intended to be regulated by these Articles;
Circulation Date	in relation to a written resolution has the meaning given in Section 290 of the CA 2006;
Clear Days	in relation to the period of a notice means the 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;
Commission	means the Charity Commission for England and Wales (or its successor body);
Companies Acts	has the meaning given to it in Section 2 of the CA 2006 insofar as the Companies Acts apply to the Club;
Connected Person	<p><i>in relation to a Trustee means any person falling within 1 (one) or more of the following categories:</i></p> <ul style="list-style-type: none"> (a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of a Trustee; (b) the spouse or civil partner of any person in paragraph (a) above; (c) any person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a

	relationship as is referred to in paragraph (a) or (b) above;
	(d) any company, partnership, limited liability partnership or firm of which a Trustee is a paid director, member, partner or employee or a shareholder holding more than 1 (one) per cent of the issued share capital;
	(and in relation to a Trustee Connected has a corresponding meaning);
Document	includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
Electronic Form and Electronic Means	have the meanings respectively given to them in Section 1168 of the CA 2006;
Eligible Members	has the meaning given in Article 18.1;
Executed	includes any mode of execution;
Finance Policy	means the finance policy of the Club as amended by the Board from time to time;
Financial Expert	means an individual, company or firm who or which is authorized to give investment advice under the Financial Services and Markets Act 2000 including any statutory re-enactment or modification of it;
Full Member	means an adult member of the Club (aged 20 (twenty)) or over designated as a "Full Member" by the Club;
Hard Copy and Hard Copy Form	have the meanings respectively given to them in Section 1168 of the CA 2006;
Management Committee	means the advisory council established under Article 33;
Member	a legal member of the Club for the purposes of these Articles and the Companies Acts, being a legal person who

	has their name entered in the Club's Register of Members and Membership shall be construed accordingly;
Memorandum	means the memorandum of association of the Club;
Office	means the registered office of the Club;
Officers	includes the Trustees, the Secretary and any managers of the Club;
Public Holiday	means Christmas Day, Good Friday and any day that is a public holiday or a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Club is registered;
Seal	means the common seal of the Club (if any);
Secretary	means the secretary of the Club or any other person appointed to perform the duties of the secretary of the Club including a joint assistant or deputy secretary (if any);
Subsidiary Company	means any company in which the Club holds more than 50 (fifty) per cent of the shares, controls more than 50 (fifty) per cent of the voting rights attached to the shares or has the right to appoint a majority of the board of directors;
Trustees	means the directors of the Club, who are charity trustees as defined by Section 177 of the Charities Act 2011 (and Trustee has a corresponding meaning);
United Kingdom	means England, Scotland, Wales and Northern Ireland;
Writing	includes 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.

- 1.2 Words importing the masculine gender only shall include the feminine and neuter gender. Use of the singular includes the plural and vice versa.
- 1.3 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts as in force on the day on which the Articles become binding on the Club.
- 1.5 Subject to Article 1.4 any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it.
- 1.6 The relevant model articles of association for a company limited by guarantee are hereby expressly excluded.

2. Name, Affiliation and Office

- 2.1 The name of the Club is Blackheath & Bromley Harriers AC, save that the Club may change its name by a special resolution as agreed by the Members in accordance with these Articles.
- 2.2 *The Club will be affiliated to the National Governing Body for Athletics and such other bodies as necessary to fully pursue the Objects (as defined below).*
- 2.3 The Club's Office is to be situated in England and Wales.

3. Objects

The Club's objects (**Objects**) are for the public benefit generally but with particular reference to the inhabitants of South London, Kent, Surrey and the surrounding areas:

- 3.1 to promote community participation in healthy recreation by providing facilities for sports and physical activities which improve fitness and health, including running and athletics (**facilities** in this Article 3 means land, buildings, equipment and organising sporting activities);
- 3.2 to advance amateur sport by promoting running and athletics and such other sports, games and physical activities which promote health by involving physical or mental skill or exertion;
- 3.3 to advance the education of the public, in particular children and young people, by providing the opportunity and facilities for participation in running and athletics and such other sports and physical activities which improve fitness and health so to develop their physical, mental

and spiritual capacities that they may grow to the full maturity as individuals and members of society that their conditions of life may be improved.

4. Exercise of Powers

In furtherance of the Objects but not otherwise the Club may exercise the following powers:

- 4.1 to acquire and take over all or any part of the assets and liabilities of the unincorporated association currently known as "Blackheath & Bromley Harriers AC", subject always to Article 21.3 below;
- 4.2 to provide sports coaching and training, hold events including but not exclusively walking, cross country running, road running, track and field athletics and related activities;
- 4.3 to participate in and organise races, athletic events and meetings, leagues, cup competitions and tournaments;
- 4.4 to offer Club Membership to the public in accordance with Article 10;
- 4.5 to raise money from Club Members by subscriptions, levies, participation fees, dues, and other charges and to grant any rights and privileges to Club Members
- 4.6 to request and apply for grants and, subject always to Article 4.11, sponsorship;
- 4.7 to provide information, advice and guidance;
- 4.8 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 4.9 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Club;
- 4.10 to accept or disclaim gifts of money or any other property;
- 4.11 to raise funds and to invite and receive contributions (provided that in raising funds the Club shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations);
- 4.12 to purchase, take on, lease, acquire, alter, improve, construct and maintain property and equip it for use;
- 4.13 to sell, charge, let, mortgage or otherwise dispose of property and buildings (subject to such consents as may be required by law including Part 7 of the Charities Act 2011);

- 4.14 (subject to Article 5 below) to employ such staff who shall not be Trustees of the Club as are necessary for the proper pursuit of the Objects and to make all reasonable provisions for the payment of pensions and superannuation to staff and their dependants;
- 4.15 to support or establish or aid in the establishment of any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.16 to acquire, merge, collaborate, amalgamate or co-operate with other charities or voluntary bodies operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them, subject to prior consultation with the Management Committee and Club Members;
- 4.17 alone or with other organisations to seek to influence public opinion and to make representations to and to seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations (provided that at all times all such activities shall be confined to those which a charity may properly undertake);
- 4.18 (subject to Section 189 of the Charities Act 2011) to insure the property of the Club against any foreseeable risk and to take out other insurance policies to protect the Club and the Trustees when required including:
- 4.18.1 the provision of indemnity insurance to cover the liability of the Trustees and other Officers:
- 4.18.1.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Club;
- 4.18.1.2 to make contributions to the assets of the Club in accordance with the provisions of Section 214 of the Insolvency Act 1986;
- 4.18.2 any such insurance in the case of Article 4.18.1.1 above shall not extend to:
- 4.18.2.1 any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Club, or which the Trustees did not care whether it was in the best interests of the Club or not;

- 4.18.2.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
 - 4.18.2.3 any liability to pay a fine;
- 4.19 any insurance in the case of Article 4.18.1.2 shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Club would avoid going into insolvent liquidation;
- 4.20 to establish or acquire subsidiary companies to assist or act as agents for the Club or to carry on trading activity;
- 4.21 to borrow money and give security for loans subject always to and in accordance with the Trustee Act 2000 and the Charities Act 2011 and the Club's Finance Policy;
- 4.22 to invest the monies of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to delegate the management of investments to a Financial Expert or Experts (provided that:
 - 4.22.1 the investment policy is set out in Writing for the Financial Expert or Experts by the Trustees;
 - 4.22.2 timely reports of all transactions are provided to the Trustees;
 - 4.22.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.22.4 the Trustees are entitled to cancel such delegation arrangement at any time;
 - 4.22.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 4.22.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and
 - 4.22.7 the Financial Expert or Experts must not do anything which is outside the powers of the Trustees).
- 4.23 to deposit or invest funds (subject to Article 4.22 above), to employ or engage a Financial Expert or Experts and to arrange for the investments or other property of the Club to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

- 4.24 to deposit documents or other physical assets with any company or other body registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required;
- 4.25 to pay out of the funds of the Club the costs, charges and expenses of and incidental to the formation of the Club and its registration with the Charity Commission and HM Revenue & Customs and the maintenance of a policy of trustee indemnity insurance (as the Trustees may require from time to time in accordance with Article 4.18 above);
- 4.26 to apply the capital or income of the Club:
- 4.26.1 to make loans (either free of interest or at such rate(s) of interest and on such terms as the Trustees shall at their sole discretion decide) of such amount as the Trustees may determine for any purpose approved by the Trustees with reference to the Club's Finance Policy; and
- 4.26.2 to make grants, prizes, awards, scholarships or bursaries in furtherance of the Club's Objects as the Trustees shall at their sole discretion decide for any purpose approved by the Trustees;
- 4.27 to set aside income for special purposes or as a reserve against future expenditure but only in accordance with a policy in Writing on reserves determined by the Trustees; and
- 4.28 to do all such other lawful things as may further the Objects.

5. Income and Expenditure

- 5.1 The income and property of the Club shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to Members and no Trustee shall be appointed to any office of the Club paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Club: provided that nothing in these Articles shall prevent any payment in good faith by the Club:
- 5.1.1 of a benefit to any Member or to any Trustee (or a Connected Person) in his or her capacity as a beneficiary of the Club;
- 5.1.2 to any Trustee of reasonable and proper out of pocket expenses;

- 5.1.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Member or a Trustee (or a Connected Person) may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;
 - 5.1.4 of reasonable and proper remuneration for any goods or services supplied to the Club by any Member who is not a Trustee (or a Connected Person);
 - 5.1.5 of reasonable and proper remuneration to any Trustee (or a Connected Person) for any goods or services supplied to the Club on the instructions of the Trustees (excluding in the case of a Trustee the service of acting as Trustee and any services performed under a contract of employment with the Club) provided that this provision together with Article 5.2.5 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision is also treated as applying to any Trustee if it applies to a person Connected with that Trustee);
 - 5.1.6 of interest on money lent by any Member or a Trustee (or a Connected Person) at a reasonable and proper rate;
 - 5.1.7 of reasonable and proper rent for premises demised or let by any Member or a Trustee (or a Connected Person);
 - 5.1.8 of reasonable and proper premiums in respect of trustee indemnity insurance effected in accordance with Article 4.18;
 - 5.1.9 to any Trustee or other Officer of the Club of any indemnity effected in accordance with Article 40.1; or
 - 5.1.10 of any benefit expressly authorised in Writing by the Commission;
- so long as in the case of any benefit conferred on a Trustee or a Connected Person under this Article 5.1 the relevant Trustee must comply with Article 28.
- 5.2 These Articles shall not prevent any payment in good faith by any Subsidiary Company:
- 5.2.1 of a benefit to any Member or to any Trustee (or Connected Person) in his or her capacity as a beneficiary of the Club or any Subsidiary Company;
 - 5.2.2 to any Trustee of reasonable and proper out of pocket expenses;
 - 5.2.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Member or a Trustee (or Connected Person) may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;

- 5.2.4 of reasonable and proper remuneration for any goods or services supplied to any Subsidiary Company by any Member who is not a Trustee (or a Connected Person);
 - 5.2.5 of reasonable and proper remuneration to any Trustee (or a Connected Person) for any goods or services supplied to any Subsidiary Company with the approval of the Trustees (excluding in the case of a Trustee the service of acting as a Trustee but including any other services performed by a Trustee or a Connected Person under a contract of employment with any Subsidiary Company) provided that this provision together with Article 5.1.5 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision is also treated as applying to any Trustee if it applies to a person Connected with that Trustee);
 - 5.2.6 of interest on money lent by any Member or a Trustee (or a Connected Person) with the approval of the Trustees at a reasonable and proper rate;
 - 5.2.7 of reasonable and proper rent for premises demised or let by any Member or a Trustee (or a Connected Person) with the approval of the Trustees;
 - 5.2.8 of reasonable and proper premiums in respect of indemnity insurance;
 - 5.2.9 to any Trustee or other officer of any Subsidiary Company of any indemnity effected subject to the Companies Acts; or
 - 5.2.10 of any benefit expressly authorised in Writing by the Commission;
- so long as, in the case of any benefit conferred on a Trustee or a Connected Person under Articles 5.2.5 to 5.2.7 inclusive, the relevant Trustee must obtain the approval of the Trustees and comply with Article 28.

6. Liability of Members

The liability of the Members is limited.

7. Members' Undertaking

Every Member undertakes to contribute such amount as may be required (not exceeding £1 (one pound)) to the Club's assets if it should be wound up while he or she is a Member or within 1 (one) year after he or she ceases to be a Member for payment of the Club's debts and liabilities contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

8. Residual Assets

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

8.1.1 directly for the Objects of the Club;

8.1.2 to any charitable institution or any institution(s) for purposes falling within the Objects of the Club; or

8.1.3 to any charitable institution or any institution(s) for purposes similar to the Objects of the Club;

8.2 In no circumstances shall the net assets of the Club be paid to or distributed among the Members or Club Members under this Article 8 (except to any Member or Club Member which is itself a charitable institution chosen to benefit under this Article 8).

8.3 If no resolution is passed in accordance with Article 8.1, the net assets of the Club shall be applied for such charitable purposes as are directed by the Commission.

9. Legal Members

9.1 The Trustees and Full Members and such other person(s) or organisation(s) as are admitted to Membership in accordance with these Articles or any rules made under Article 42 from time to time shall be Members, and, for the avoidance of doubt, are referred to collectively as Members throughout these Articles.

9.2 No person shall be admitted a Member unless the application for Membership is approved by the Management Committee.

9.3 Membership is not transferable to anyone else.

9.4 The Trustees must keep a Register of Members.

10. Club Members

The Trustees or, where applicable, the Management Committee where such function is so delegated, in accordance with Article 31 may make rules under Article 42 establishing such classes of Club Member (if any) with such description and with such rights and obligations (including the obligation to pay a subscription) as they think fit and may admit and remove such Club Members in accordance

with such rules as the Trustees or Management Committee (where applicable and to the extent permitted by the Board) shall make.

11. Cessation of Membership

Membership shall cease if the Member:

- 11.1 dies or, if it is an organisation, ceases to exist;
- 11.2 being a Full Member, ceases to be a Full Member for whatever reason howsoever arising;
- 11.3 resigns by notice in Writing to the Club unless, after the resignation, there would be fewer than 3 (three) Members;
- 11.4 is removed from Membership by a decision of the Management Committee on the grounds that it is in the best interests of the Club that his or her Membership is terminated. A decision to remove a Member from Membership may only be passed if:
 - 11.4.1 the Member has been given at least 21 (twenty one) days' notice in Writing of the meeting of the Management Committee at which the proposal will be made and the reasons why the proposal is to be made; and
 - 11.4.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Club) has been allowed to make representations to the meeting.

12. General Meetings

- 12.1 The Trustees shall call an annual general meeting (**Annual General Meeting**) each year (except that the first Annual General Meeting may be held at any time within 18 (eighteen) months after the formation of the Charity).
- 12.2 The Trustees may call general meetings at any duly convened meeting of the Board pursuant to Article 27.2 and on the requisition of Members pursuant to the provisions of the Companies Acts shall give notice calling a general meeting within 21 (twenty one) days from the date of receipt of the requisition and the general meeting shall be held no later than 28 (twenty eight) days after the date of the notice calling the meeting.
- 12.3 If there are not within the United Kingdom sufficient Trustees to call a general meeting any Trustee or any Member may call a general meeting.

13. Notice of General Meetings

- 13.1 A general meeting must be called by at least 14 (fourteen) Clear Days' notice or by shorter notice if it is agreed by a majority in number of Members having a right to attend and vote being a majority together holding not less than 90 (ninety) per cent of the total voting rights at the meeting of all the Members.
- 13.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. 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. The notice must also contain a statement setting out the right of Members to appoint a proxy under Section 324 of the CA 2006.
- 13.3 Notice of any general meeting shall be given to every Member, to the Trustees and to the auditors of the Club, if any.
- 13.4 The accidental omission to give notice of a general meeting to or the non-receipt of notice of a general meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

14. Proceedings at General Meetings

- 14.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, 20 (twenty) persons entitled to vote upon the business to be transacted (being a Member or a duly authorised representative of a Member organisation) or one twentieth of the total number of such persons for the time being (rounded up to a whole number), whichever is the greater, shall constitute a quorum **PROVIDED THAT** where there is only 1 (one) Member, the quorum shall be 1 (one).
- 14.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place as the Trustees may determine.
- 14.3 The Chair of the Trustees (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of the meeting but if neither the Chair nor such other Trustee (if any) is present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act the Trustees present shall elect 1 (one) of their number to be chair of the meeting and if there is only 1 (one) Trustee present and willing to act he or she shall be

chair of the meeting. If no Trustee is willing to act as chair of the meeting or if no Trustee is present within 15 (fifteen) minutes after the time appointed for holding the meeting the Members present and entitled to vote shall choose 1 (one) of their number to be chair of the meeting.

14.4 A Trustee shall notwithstanding that he or she is not a Member be entitled to attend and speak at any general meeting.

14.5 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 (fourteen) days or more at least 7 (seven) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

15. Voting Procedure at General Meetings

15.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded:

15.1.1 by the chair of the meeting; or

15.1.2 by at least 2 (two) Members having the right to vote at the meeting; or

15.1.3 by a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting.

15.2 Unless a poll is duly demanded a declaration by the chair of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

15.3 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

- 15.4 A poll shall be taken as the chair of the meeting directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 15.5 In the case of an equality of votes whether on show of hands or on a poll the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have. An ordinary resolution may only be passed by a simple majority in accordance with Section 282 of the CA 2006. A special resolution may only be passed by a majority of not less than 75 (seventy five) per cent in accordance with Section 283 of the CA 2006.
- 15.6 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than 30 (thirty) days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business or other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.
- 15.7 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. In other cases at least 7 (seven) *Clear Days'* notice shall be given specifying the time and place at which the poll is to be taken.
16. **Votes of Members**
- 16.1 Subject to Article 16.2, every Member shall have 1 (one) vote at a general meeting and be entitled to appoint another person as his or her proxy to exercise any of his or her rights to attend and speak and vote at a general meeting of the Club.
- 16.2 No Member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Club have been paid, if applicable.
- 16.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at

the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

16.4 A vote given or poll demanded by the duly authorised representative of a Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the *Club at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.*

16.5 Any organisation which is a Member may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Club and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual Member.

17. Amendments to Resolutions

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

17.1.1 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 before the meeting is to take place (or such later time as the chair of the meeting may determine); and

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

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

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

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

17.3 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.

18. Written Resolutions

18.1 Subject to this Article 18 and the Companies Acts, a written resolution agreed by:

18.1.1 in the case of an ordinary resolution Members representing more than 50 (fifty) per cent; or

18.1.2 in the case of a special resolution Members representing not less than 75 (seventy five) per cent;

of the total voting rights of Eligible Members shall be as effective as if passed at a duly convened general meeting. For the purposes of this Article 18 the **Eligible Members** are those Members who would have been entitled to vote on the written resolution on the *Circulation Date of the resolution*.

18.2 Subject to Article 16.2, on a written resolution each Member shall have one vote.

18.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

18.4 A Members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

18.5 A copy of the proposed written resolution must be sent to every Eligible Member together with a statement informing the Member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

18.6 The required majority of Eligible Members must signify their agreement to the written resolution within the period of 28 (twenty eight) days beginning with the Circulation Date.

19. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Club on such terms as they think fit.

20. Trustees

20.1 The number of Trustees shall be not less than 3 (three) but (unless otherwise determined by a decision of the Trustees) and shall be subject to a maximum of 9 (nine).

20.2 The first Trustees shall be those persons named in the statement delivered to the Registrar pursuant to the Companies Acts 1908 to 2017 (now Section 12(1) of CA 2006) who shall be deemed to have been appointed under the Articles. Future Trustees shall be appointed as provided subsequently in these Articles.

20.3 The Club Members may appoint the Trustees from time to time in accordance with and subject to:

20.3.1 the rules and/or bye laws made under Article 42; and

20.3.2 a decision of the Trustees made under Article 23.1 below.

20.4 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of Trustees.

21. Power of Trustees

21.1 Subject to the provisions of the Companies Acts and the Articles and to any directions given by special resolution, the business of the Club shall be managed by the Trustees who may exercise all the powers of the Club. No alteration of the Articles and no such direction by the Members shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 21 shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

21.2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers namely:

21.2.1 to expend the funds of the Club in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Club such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Club;

21.2.2 to enter into contracts on behalf of the Club.

21.3 The Trustees may not dispose of any asset(s) of the Club which has, as at the proposed date of disposal, a market value which exceeds that defined in the Finance Policy without obtaining the approval of at least 75 % (seventy five per cent) of the Club Members.

22. Eligibility to be a Trustee

22.1 Any person who is eligible and willing to act as a Trustee may be appointed to be a Trustee in accordance with Article 23 or 26.

22.2 No person may be appointed as a Trustee:

22.2.1 unless he or she has attained the age of 20 (twenty) years;

22.2.2 if (had he or she already been a Trustee) he or she would have been disqualified from acting under the provisions of Article 24; or

22.2.3 his or her appointment would result in the number of Trustees exceeding the maximum set by or in accordance with the Articles.

23. Appointment and Retirement of Trustees

23.1 Subject to Article 20.1 (composition of board), Trustees may co-opt by a majority decision of the Trustees additional Trustee(s).

23.2 *Each of the Trustees appointed as at the date of adoption of these Articles shall retire as follows:*

23.2.1 3 (three) shall retire after serving 1 (one) year in office;

23.2.2 3 (three) shall retire after serving 2 (two) years in office; and

23.2.3 3 (three) shall retire after serving 3 (three) years in office

(together the **Transitional Arrangements**)

and each shall be eligible for re-appointment at the Annual General Meeting following his or her retirement as stipulated under the Transitional Arrangements. Trustees appointed after the date of adoption of these Articles shall retire from office at the conclusion of the third Annual General Meeting following the commencement of his or her term of office but shall then be eligible for reappointment under Article 23.3.

23.3 Trustees retiring under Article 23.1 may be reappointed for a consecutive period ending at the conclusion of the third Annual General Meeting following his or her most recent retirement but, subject to Article 23.4, a Trustee who has served for 6 (six) Years or more consecutively must take a break from office and may not be reappointed until the earlier of:

23.3.1 the anniversary of the commencement of his or her break from office; and

23.3.2 the Annual General Meeting following the Annual General Meeting at which his or her break from office commenced;

save that in exceptional circumstances the Trustees may decide to disapply the restriction on reappointment set out in this Article 23.3.

23.4 If the retirement of a Trustee under Article 23 causes the number of Trustees to fall below the minimum specified in Article 20.1, the retiring Trustee shall remain in office until a new appointment is made.

23.5 For the purposes of this Article 23 a **Year** shall be the period between an Annual General Meeting and the next one.

24. Disqualification and Removal of Trustees

A Trustee shall cease to hold office if he or she:

24.1 ceases to be a director by virtue of any provision in the Companies Acts or is disqualified from acting as a Trustee by virtue of Section 178 of the Charities Act 2011;

24.2 is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity for the purposes of the Finance Act 2010;

24.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

24.4 resigns from his or her office by notice to the Club (but only if at least the minimum number specified in Article 20.1 will remain in office when the notice of resignation is to take effect);

24.5 is absent without the permission of the Trustees from all their meetings held within a period of 6 (six) months and the Trustees resolve that his or her office be vacated;

24.6 being a Trustee appointed in accordance with Article 20.3, ceases to be an Club Member of the Club for whatever reason howsoever arising;

24.7 is the subject of a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect *similar to that of bankruptcy*;

24.8 makes a composition with his or her creditors generally in satisfaction of his or her debts;

24.9 is removed from office in accordance with Section 168 of the CA 2006; or

24.10 ceases to be a Member for whatever reason howsoever arising.

25. Trustees' Expenses

The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties but (subject to Article 5) shall otherwise be paid no remuneration.

26. Trustees' Appointments

- 26.1 Subject to the provisions of the Companies Acts and to Article 5 above the Trustees may appoint 1 (one) or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Club. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he or she ceases to be a Trustee.
- 26.2 Except to the extent permitted by Article 5 above, no Trustee shall take or hold any interest in property belonging to the Club or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Club is a party.

27. Proceedings of Trustees

- 27.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may (and the Secretary at the request of a Trustee shall) call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes but in the case of an equality of votes the chair of the meeting shall (subject to Article 28) have a second or casting vote.
- 27.2 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one third of their number or 2 (two) Trustees, whichever is the greater. A meeting of the Trustees at which business is to be transacted may consist of a conference between Trustees who are not all in the same place, but of whom each is able (whether directly or by telephonic communication or by video conference, an internet video facility or similar electronic method allowing simultaneous visual and/or audio participation) to speak to each of the others and to be heard by each of the others simultaneously and a in the Articles meeting of the Trustees shall be construed accordingly.
- 27.3 The Trustees may act notwithstanding any vacancies in their number but if the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 27.4 The Trustees shall appoint 1 (one) of their number to be chair of their meetings (**Chair**) and may at any time remove him or her from that office. Unless he or she is unwilling to do so the Chair shall preside at every meeting of Trustees at which he or she is present but, if there is

no Trustee holding that office or if the Chair is unwilling to preside or is not present within 5 (five) minutes after the time appointed for the meeting, the Trustees present may appoint 1 (one) of the number to be chair of the meeting.

28. Conflicts of Interest

28.1 Unless Article 28.2 below applies, a Trustee must declare the nature and the extent of:

28.1.1 any direct or indirect interest which he or she (or a Connected Person) has in a proposed or existing transaction or arrangement with the Club or any Subsidiary Company; and

28.1.2 any duty owed to a third party or any direct or indirect interest which he or she (or a Connected Person) has which conflicts or possibly may conflict with his or her duties to the Club or the interests of the Club.

28.2 There is no need to declare any interest or duty:

28.2.1 of which the other Trustees are, or ought reasonably to be, already aware; or

28.2.2 of which the Trustee is not aware (but for this purpose a Trustee is treated as being aware of matters of which he or she ought reasonably to be aware).

28.3 If the interest or duty of the Trustee (or the Connected Person) cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Club, the Trustee is entitled to participate in any decision making process, to be counted in the quorum and to vote under the normal procedures but may excuse himself or herself from any such participation. Any uncertainty about whether a Trustee's interest or duty is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Club shall be determined by the other Trustees acting reasonably and in good faith.

28.4 Unless Article 28.5 below applies, whenever a Trustee (or a Connected Person) has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Club, the relevant Trustee must:

28.4.1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting;

28.4.2 not be counted in the quorum for that part of the meeting; and

28.4.3 withdraw during the vote and have no vote on the matter.

28.5 The provisions of Articles 28.4.1 to 28.4.3 inclusive shall not apply in relation to any discussion or decision in relation to the following payments or other benefits:

28.5.1 any benefit received by a Trustee or a Connected Person in his or her capacity as a beneficiary of the Club under Article 5.1.1 and which is generally available to the beneficiaries of the Club;

28.5.2 reimbursement of a Trustee's expenses permitted under Article 5.1.2;

28.5.3 the purchase of any premium in respect of trustee indemnity insurance permitted under Article 5.1.8; or

28.5.4 payment to a Trustee or other Officer of an indemnity permitted under Article 5.1.9; unless in the circumstances the other Trustees decide to the contrary.

29. Authorising Conflicts of Interest

29.1 The Trustees may, in accordance with the requirements set out in this Article 29, authorise any matter proposed to them by any Trustee which would, if not authorised, involve a Trustee breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests. For the avoidance of doubt nothing in this Article 29 shall permit or authorise the conferral of any payment or other benefit from the Club not expressly permitted under Article 5.

29.2 Any authorisation under this Article 29 shall be effective only if:

29.2.1 the matter is proposed to the Trustees in accordance with the Articles or as otherwise agreed by the Trustees;

29.2.2 the Trustees comply with the procedure set out at Article 28; and

29.2.3 the unconflicted Trustees consider it in the interests of the Club to authorise the conflict of interests in the circumstances applying.

29.3 Any authorisation of a matter under this Article 29 may:

29.3.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;

29.3.2 be subject to such terms and for such duration or to such limits or conditions as the Trustees may determine; and

29.3.3 be terminated or varied by the Trustees at any time (but this will not affect anything done by the Trustee in accordance with the terms of authorisation prior to such termination or variation).

- 29.4 In authorising a conflict of interests under this Article 29, the Trustees may decide (whether at the time of giving the authority or subsequently) that, if the relevant Trustee has obtained any information through his or her involvement in the conflict of interests otherwise than as a Trustee of the Club and in respect of which he or she owes a duty of confidentiality to another person, the relevant Trustee shall be under no obligation to:
- 29.4.1 *disclose such information to the Trustees or to any Trustee, Officer or employee of the Club;*
- 29.4.2 *where, to do so, would amount to a breach of that duty of confidentiality.*
- 29.5 Where the Trustees authorise a conflict of interests under this Article 29, they may provide without limitation (whether at the time of giving the authority or subsequently) that the relevant Trustee excluded from discussions (whether at meetings of the Trustees or otherwise) related to the conflict of interests is not given any document or other information relating to the conflict of interests.
- 29.6 Where the Trustees authorise a conflict of interests under this Article 29, the relevant Trustee:
- 29.6.1 *will be obligated to conduct himself or herself in accordance with any terms imposed by the Trustees in relation to the conflict of interests; and*
- 29.6.2 *will, notwithstanding such authorisation, comply at all times with his or her overriding obligation not to infringe any duty he or she owes to the Club by virtue of Sections 171 to 177 of the CA 2006.*
- 29.7 A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by being a Trustee) of the Club to account to the Club for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Trustees or by the Club in general meeting (subject in each case to any terms, durations, limits or conditions attaching to that authorisation) and no contract shall be avoided on such grounds.
- 29.8 For the avoidance of doubt a Trustee's duty under Section 175 of the CA 2006 to avoid conflict of interests with the Club shall be disapplied in relation to all transactions and arrangements permitted under or by virtue of Article 5 and described in Articles 5.1.1 to 5.1.10 inclusive and Articles 5.2.1 to 5.2.10 inclusive.

30. Validity of Trustees' Acts

30.1 Subject to Article 30.2, all acts done by a Trustee Meeting, or of a committee of Trustees, shall be as valid notwithstanding the participation in any vote of a Trustee:

30.1.1 whose appointment was defective;

30.1.2 who was disqualified from holding office;

30.1.3 who had previously retired or who had been obliged by the constitution to vacate office; or

30.1.4 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

as if that person was qualified and had been duly appointed and had continued to be a Trustee and had been entitled to vote.

30.2 Article 30.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a decision of the Trustees or of a committee of Trustees if the Trustee has not complied with Article 28 or if, but for Article 30.1, the decision would have been void or not duly passed.

31. Committees of Trustees

31.1 Subject to the Articles the Trustees may delegate to any person or committee any of their powers or functions, the implementation of any of their decisions and the day to day management of the affairs of the Club by such means, to such an extent, in relation to such matters or territories, and on such terms as they think fit. The Trustees may alter or revoke any such delegation in whole or in part.

31.2 The Trustees may appoint 1 (one) or more committees consisting of 1 (one) or more Trustees and any other person(s) employed or engaged by the Club from time to time for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a committee: provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees.

32. Trustees' Decisions in Writing

A decision in Writing signed by all the Trustees or members of a committee of Trustees (as the case may be) entitled to vote on the matter in question shall be as valid and effective as if it had been

made at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held. Such a decision may consist of several documents in the same form each signed by 1 (one) or more of the Trustees or committee members.

33. Management Committee

The Trustees may make rules under Article 42 to establish a Management Committee to represent the interests of the Club Members and shall, subject to any resolutions of the Members, determine the composition and terms of reference of and the procedures applicable to the conduct of business by the Management Committee provided always that (for the avoidance of doubt) the Management Committee shall have no authority to bind the Trustees or to direct the Trustees to do or refrain from doing any act.

34. Bank Account

Any bank account in which any part of the assets of the Club is deposited shall be operated by the Trustees and shall indicate the name of the Club. All cheques and orders for the payment of money from any such account shall be signed by at least 2 (two) duly authorised signatories appointed by the Trustees from time to time for the purpose of this Article 34.

35. Secretary

The Trustees may appoint a Secretary for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

36. The Seal

The Seal (if any) shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

37. 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.

38. Minutes

The Trustees must cause minutes to be made in books kept for the purpose:

- 38.1 of all appointments of officers made by the Trustees;
- 38.2 of all resolutions of the Club and decisions of the Trustees (including decisions of the Trustees made without a meeting); and
- 38.3 of all proceedings at meetings of the Club and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting.

39. Records and accounts

- 39.1 The Trustees shall comply with the requirements of the CA 2006 and the Charities Act 2011 as to maintaining a register of Members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Commission of:

- 39.1.1 annual reports;
- 39.1.2 annual returns; and
- 39.1.3 annual statements of account.

- 39.2 No Member shall (in such capacity) have any right of inspecting any accounting records or other book or document of the Club except as conferred by any rule of law or authorised by the Trustees or by ordinary resolution of the Members.

40. Communications by the Club

- 40.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Club under the Articles or the Companies Acts may be sent or supplied in any way in which the CA 2006 provides for Documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by the Club, including:

- 40.1.1 in Hard Copy Form;