

The Companies Act 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF THE

WOODCOTE PARK GOLF CLUB LIMITED

As approved by Members at the Annual General Meeting on 10th October 2022

1. The Company (hereinafter called “the Club”) for the purposes of registration is declared to consist of up to 750 playing members, which excludes social members, academy members, temporary and other members who are not entitled to use the golf course.

2. The directors of the Club (“the Board”) may whenever the business of the Club requires it register an increase of members.

3. These Articles shall be construed with reference to the provisions of the Companies Act 2006, and the terms used in these Articles shall be taken as having the same respective meanings as they have when used in that Act, and unless the context otherwise requires in the Memorandum of Association and in these Articles words of the masculine include also the feminine gender.

4. The Club is established for the objects and purposes expressed as follows:-

(A) To acquire and take over all or any part of the assets and liabilities of the former company known as Woodcote Park Golf Club Company Limited, and for that purpose to adopt, ratify and confirm agreements, both dated 31st day of May 1950, made respectively between Woodcote Grove Estate Limited of the first part, the Woodcote Park Golf Club Company Limited of the second part and Edward Dean, John Francis Legg, Sidney Herbert Salmon, Ernest Joseph Spencer and Ernest Featherstone on behalf of the Club of the third part, and the said Woodcote Park Golf Club Company Limited of the one part and the said Edward Dean, John Francis Legg, Sidney Herbert Salmon, Ernest Joseph Spencer and Ernest Featherstone on behalf of the Club of the other part.

(B) To promote the game of golf 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 afford to them all the usual

privileges, advantages, conveniences and accommodation of a club.

(D) To acquire by purchase, lease or otherwise the golf course and grounds at Woodcote Park, Coulsdon, in the County of Surrey, and to lay out, prepare and maintain the same for golf and to build or otherwise provide clubhouses, dormitories, pavilions, dwelling-houses and bungalows, workshops, stables, sheds, garages 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 lands, buildings, tenements or property situate contiguous or near to the golf course or elsewhere, 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 property of the Club, and to demise, underlet, exchange, sell, mortgage or otherwise deal with and dispose of the same, either together or in portions, for such consideration as the Club may think fit, and, in particular, for shares, debentures or securities of any company purchasing the same.

(G) To purchase, hire, make or provide and maintain and to sell or otherwise dispose of all kinds of horses and livestock, motor vehicles, furniture, plate, linen, glass, books, papers, periodicals, stationery, billiard tables, cards, games, tools, implements, machines, utensils and other things required or which may be conveniently used in connection with the course and grounds, club-house and other premises of the Club by persons frequenting the same, whether other 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 clothing and footwear, articles and apparatus used in connection with the game of golf and all kinds of liquors, provisions and refreshments required or used by the members of the Club or other persons frequenting the course, grounds, clubhouse or premises of the Club.

(I) 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.

(J) To promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and matches for the playing of golf and to offer, give or contribute towards prizes, medals and awards therefor, and to promote, give or support dinners, dances, concerts and other entertainments.

(K) To establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, any other 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.

(L) To support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Club or its employees, to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Club or its predecessors the Woodcote Park Golf Club Company Limited, or to the wife, widow, children or other relations 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.

(M) 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.

(N) To borrow or raise and give security for money by the issue of or upon loan certificates, 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.

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

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

The income and property of the Club whencesoever derived shall be applied solely towards the promotion of the objects of the Club; no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Club: Provided that nothing herein shall prevent the payment in good faith or remuneration to any officer, member or servant of the Club in return for services rendered to the Club, nor prevent the bona fide relief or assistance pursuant to paragraph (A) of the preceding clause hereof of persons or the wives, widows or relations of persons who having been members or servants of the Club or its predecessors have ceased to be so and have become poor or necessitous or are deceased, nor prevent the payment of interest at a rate not exceeding £5 per cent. per annum on money lent to the Club or on money borrowed from any member of the Club, nor prevent any member who may be a successful competitor in any competition held or promoted by the Club or to the cost of establishing or holding of which the Club may have contributed out of its income or property from receiving as such competitor any prize, medal or other recognition which under the rules or regulations affecting the said competition may be awarded to him.

The liability of each member is limited and every member of the Club undertakes to

contribute to the assets of the Club in the event of its being wound up while he is a member or within one year after he ceases to be a member for payments of the debts and liabilities of the Club contracted before he ceased to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding £1.

5. The Club shall consist of Seven Day Members, Five Day Plus Members, Five Day Members, Life Members, Honorary Members and Young Person Members in each case having the rights as set out in these Articles and any other Members as determined by the Board from time to time.

6. The first members of the Club shall be:-

(A) The signatories to the Memorandum of Association ; and

(B) Every person who at the date of incorporation of the Club was a member of the Woodcote Park Golf Club of which the Company known as “the Woodcote Park Golf Club Company Limited” were the proprietors, and who shall, on or before the 30th day of June 1950, or such extended period as the Board may determine, agree in writing to become a member of the Club. Every such person who shall previously to his agreeing to become a member of the Club have paid his subscription due on or after the 1st day of June 1950 for the year ending the 31st May 1951, as a member of the former Woodcote Park Golf Club, and/or shall have been an honorary member of the said former club shall not be liable to pay any further sum by way of subscription to the Club for the period prior to the 1st June 1951.

7. Except as in these Articles otherwise provided every candidate for membership as a Seven Day Member, Five Day Plus Member, Five Day Member or Young Person Member of the Club (other than as aforesaid) shall unless the Board has determined otherwise be proposed by one member and seconded by another member of the Club to both of whom the candidate shall be personally known. Every such application for membership shall be made in writing, signed by the candidate and by his or her proposer and seconder, and shall be in the form prescribed by the Board from time to time.

The candidate’s application shall at the time of proposal be recorded in a file or other appropriate media kept and maintained for that purpose and the form shall be posted in a conspicuous place in the clubhouse for at least seven days before the consideration by the Board. Provided nevertheless, that on the unanimous recommendation of the Board in meeting duly convened, at which at least three-fourths of their number shall be present, the ballot hereinafter mentioned may take place before the expiration of such seven days.

8. The Board of the Club shall have power to elect as members of the Club upon such terms and subject to such regulations as the Board from time to time deem advisable and at the date of the amendment of these Articles, there are the following classes of membership:- (not all membership classes are listed)

(A) persons elected as Seven Day Members (herein referred to as “Seven Day Members”) and be entitled to use the club house and the golf course on any day and shall have full voting rights;

(B) persons who shall not be entitled to use the golf course on any Saturday or Sunday (hereinafter referred to as “Five Day Members”) and shall have full voting rights.

(C) persons elected as hereinafter provided in these Articles as life members (herein referred to as “Life Members”) having the rights set out herein and who shall have full voting rights;

(D) persons elected as hereinafter provided in these Articles as honorary members (herein referred to as “Honorary Members”) having the rights set out herein and who shall have full voting rights;

(E) persons elected as Five Day Plus members who shall not be entitled to use the golf course on Saturday or Sunday mornings at times specified by the Board (herein referred to as “Five Day Plus Members”) and shall have full voting rights;

(F) persons elected as Young Person (herein referred to as “Young Person Members”) and be entitled to use the club house and the golf course on any day and shall have full voting rights.

(G) persons who shall be entitled to use the clubhouse in the same manner as any other member may use it but who shall not be entitled to use the golf course (hereinafter referred to as “social/academy members”) and shall have no voting rights;

(H) persons who are visiting the club (hereinafter referred to as a “temporary member”) and shall have no voting rights;

9. The entrance fees and annual and other subscriptions payable by members of the Club shall be such as the Board shall from time to time prescribe. Provided nevertheless:

(A) the subscription for members elected after the 1st day any month of the Club year commencing the 1st day of June shall be pro rata on a monthly basis to the annual subscriptions for the remainder of that Club year;

(B) the subscription for non-playing spouses of Members shall be at such reduced rate as the Board may from time to time prescribe.

All annual subscriptions shall become due and payable in advance on the 1st day of June in every year.

10. Every candidate for election shall be balloted for by the Board of the Club. No candidate

who has been rejected shall be admissible to the Club as a visitor.

11. When a candidate has been elected, the General Manager of the Club shall forthwith send to him at the address given upon his application, a request for payment of his entrance fee (if any) and first annual subscription. Upon payment of his entrance fee (if any) and first annual subscription, an elected candidate shall become a member of the Club, provided nevertheless that if such payment be not made within one month after date of election, the Board may, in its discretion, cancel such election, and the Board may cancel the election within twelve months of payment of entrance fee (if any) and first subscription, and shall not be required to give any reason for so doing, but in such case the entrance fee (if any) shall be returned and the subscription, if paid, shall be returned pro rata the number of months remaining.

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

13. No member other than Seven Day Members of the Club shall be entitled to be elected as members of the Board of the Club. No members other than Seven Day Members, Life Members, Honorary Members, Five Day Members, Five Day Plus Members and Young Person Members shall be entitled to attend or vote at any General Meeting of the Club.

14. The Board of the Club shall have power to permit any person or persons to use gratuitously in common with the members of the Club all the premises and property of the Club, on such conditions as the Board may from time to time determine, for any period not exceeding seven days in any one year.

15. (A) The Board shall have power to elect Honorary Members of the Club without payment of entrance fee (if any) or annual subscription for such period as shall be thought fit. Such members shall be entitled to all the benefits and privileges of Seven Day Members except that they shall not be entitled to claim any share of the surplus assets of the Club upon its dissolution.

(B) The members in General Meeting shall have power to elect as Life Members of the Club such persons as the Board may from time to time recommend for such election, and such life members shall without payment of entrance fee (if any) or annual subscription be entitled to all the benefits and privileges of Seven Day Members except shall not be entitled to claim any share of the surplus assets of the Club upon its dissolution, and they shall be subject to the provisions of Articles 18 and 19.

16. Any member wishing to resign his membership of the Club shall give notice in writing addressed to the General Manager and deposited at the office in the Club premises before

the 1st day of May in any year of his intention so to do, otherwise he shall be liable to pay the full subscription for the next ensuing year commencing the 1st day of June. The Board shall have discretion to refund his subscription in whole or part for compassionate reasons only. A member having so retired and being desirous of rejoining may be re-elected, and the Board may at its discretion concede the whole or part of entrance fee (if any) payable on re-election.

17. No member in arrear with his subscription shall be eligible to play in any club competition or book any tee time. Any member whose subscription is unpaid after one month of the same becoming due shall cease to be entitled to any of the benefits or privileges of membership. At the discretion of the Board his name may be erased from the register of members, but such persons may at the discretion of the Committee be reinstated on payment of all arrears.

18. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum and these Articles or the bye-laws and regulations of the Club, or shall be guilty of any conduct in the opinion of the Board likely to be injurious to the character of the Club or detrimental to its interests, as the case may be, such member shall be liable to expulsion or suspension by a resolution of the Board, provided that at least one week before the meeting at which such resolution is proposed he shall have had notice thereof, and of the intended resolution for his expulsion or suspension, and that he shall, at such meeting and before the passing of such resolution, have had an opportunity of giving, orally or in writing, any explanation or defence he may think fit. A member expelled under this Article shall forfeit all right in and claim upon the Club and its property and all sums paid shall be forfeited.

19. If any member shall be adjudged a bankrupt or shall make any composition or arrangement with his creditors under the provisions of any Statute or being in any profession shall on account of misconduct be prohibited by the governing body of such profession from continuing to practise under their regulations, he shall ipso facto cease to be a member of the Club, and shall forfeit all right in, and claim upon the Club and its property at the discretion the Board and all sums paid shall be forfeited; but upon application being made by such member to the Board stating the cause of such adjudication in bankruptcy making of any composition or arrangement or prohibition as aforesaid, as the case may be, such member may be re-admitted and restored to his former rights by the Board in its absolute discretion.

20. Every member who is entitled to vote shall have one vote and no more. No member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Club have been paid.

21. A member may vote either personally or by proxy (whether on a poll vote or otherwise). No person shall act as a proxy unless he is a member of the Club or Chairman of the meeting. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed shall be

deposited at the registered office of the Club not less than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

22. Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

- (A) states the name and address of the member appointing the proxy;
- (B) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- (C) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Board may determine; and
- (D) is delivered to the Club in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate. The Club will issue a form of proxy notice with the notice of the general meeting and may specify different forms for different purposes. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person. An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

23. The Board of the Club shall comprise five members of the Club appointed or elected as herein provided. In addition, the Club Captain and General Manager shall be entitled to attend meetings of the Board but shall have no voting rights at meetings of the Board.

24. (A) The Club Captain shall be elected by the Board and unless re-elected shall hold office as Club Captain for one year only from the first Sunday following the Annual General Meeting or until his successor shall have been duly elected in his stead. The General Manager shall be appointed by the Board and for such period and upon such terms as may be agreed upon or as otherwise determined by the Board.

(B) No Board member shall receive any remuneration for his services. The General Manager shall be remunerated for his services.

25. The five members of the Board shall be Seven Day Members of the Club.

26. Each of the five Full Members of the Board shall be elected at the Annual General Meeting of the Club for a period of three years, after which they must retire from office but shall be eligible for re-election, for a maximum term of nine years. At each Annual General Meeting at least one and no more than two Full Members of the Board shall retire from office (but shall be eligible for re-election), creating up to two places for new Board Members. If there is a vacancy or vacancies caused by a resignation of a Board Member during the year, any vacant positions on the Board shall be included in the two places available.

27. Subject as aforesaid the Full Members of the Board shall retire in order of seniority since their most recent election or re-election including for this purpose any period of service as filling any casual vacancy and in case of equal seniority the order of retirement shall be determined by lot.

28. The election of Full Members of the Board shall take place in the following manner:-

(A) Each vacancy or planned vacancy must be announced to the membership at least eight weeks prior to the scheduled date for the Annual General Meeting.

(B) Any six Seven Day Members or Honorary Members of the Club shall be at liberty to nominate one or more (but not more than the number of vacancies to be filled) Seven Day Member(s) to serve as Full Member(s) of the Board, but the nomination shall not be valid unless accompanied by the consent in writing of the nominee(s) so to act.

(C) The name of each member so nominated, together with his photograph and CV and the names of his proposers and the consent of the nominee so to act shall be sent in writing to the General Manager of the Club at least four weeks before the Annual General Meeting.

(D) A list of the candidates named in alphabetical order, with the proposers' names, shall be posted in a conspicuous place in the clubhouse for at least three weeks immediately preceding the Annual General Meeting.

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

(F) In case there shall not be a sufficient number of candidates nominated the Board shall fill up the remaining vacancy or vacancies.

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

29. All vacancies arising among the Full Members of the Board of the Club shall be filled by the Board. Any member so chosen shall retire at the following Annual General Meeting but shall be eligible as a candidate for election as a Full Member of the Board. The Board may meet and act notwithstanding any vacancy among its members.

30. The Board shall elect annually as Chairman one of the five Full Members of the Board. The office of a member of the Board shall be vacated if (i) his membership of the Club is terminated in accordance with these articles; or (ii) he absents himself from meetings of the Board for a continuous period of 6 calendar months without special leave of absence from the other members of the Board; or (iii) he gives the directors one calendar months' notice in writing that he resigns his office; or (iv) he is removed by ordinary resolution passed at a general meeting of the Club; or (v) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; or (vi) a bankruptcy order is made against that person; or (vii) a composition is made with that person's creditors generally in satisfaction of that person's debts.

31. The quorum necessary for the transaction of business of the Board shall be four members present of whom two at least shall be Full Members of the Board elected by the members of the Club. Subject to the articles, members of the Board participate in a meeting of the Board, or part of a meeting of the Board, when (i) the meeting has been called and takes place in accordance with the articles, and (ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting. In determining whether members of the Board are participating in a meeting of the Board, it is irrelevant where any member of the Board is or how they communicate with each other. If all the members of the Board participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

32. The Board of the Club shall cause true accounts to be kept with respect to:

(A) All sums of money received and expended by the Club and the matter in respect of which the receipt and expenditure takes place, ensuring that no item of Capital expenditure exceeds 5% of the total income of the Club as shown on the previous year's Income and Expenditure Account.

(B) All sales and purchases of goods by the Club.

(C) The assets and liabilities of the Club.

The books of account shall be kept at the registered office of the Club or at such other place or places as the Board think fit and shall always be open to the inspection of the members

of the Board. The Board shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Club, or any of them, shall be open to the inspection of members of the Club not being members of the Board, and no member (not being a Board member) shall have any right of inspecting any account or book or document of the club, except as conferred by the Statutes or authorised by the Board or by the Club in General Meeting. The Board shall from time to time in accordance with the statutory provisions cause to be prepared and to be laid before the Club in General Meeting such profit and loss accounts, balance sheets, and reports as are referred to in section 394 of the Companies Act 2006. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Club in General Meeting, together with a copy of the report from the Auditor or Independent Accountant shall not less than twenty-one days before the date of the meeting be sent to all persons entitled to receive notices of General Meetings of the Club.

33. The General Meeting shall exercise all such powers and do all such things as may be exercised or done by the Club, save such as are by these Articles or by any Statute for the time being in force required to be exercised or done by the Club in General Meeting.

34. The Board may raise or borrow for the purposes of the Club any sum or sums of money either upon mortgage or charge of any of the property of the Club or on certificates or bonds or otherwise, as they may think fit.

35. Except for the commercial letting of vacant areas of Club Premises on short term lets not exceeding 12 months the Board shall not, without the sanction of a General Meeting of the Club, demise, underlet, exchange, sell or otherwise dispose of all or any part of the lands, buildings, tenements, or property of the Club, save so far as the Board may deem it necessary or expedient or convenient for the purposes of Article 34 hereof Provided, nevertheless, that no mortgagee or other person advancing money to the Club shall be concerned to see that any money advanced by him is wanted for any purpose of the Club or that no more than is wanted is raised or borrowed.

36. The Board shall have power from time to time to make, alter and repeal all such byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such byelaws regulate:

(A) The admission of temporary, restricted and non-playing members of the Club, and the rights and privileges of such members.

(B) The terms and conditions upon which honorary guests, children of members of the Club and visitors shall be permitted to use the premises and property of the Club.

(C) The times of opening and closing the course and grounds, club-house and premises of the Club, or any part thereof.

(D) The rules to be observed, and prizes or stakes to be played for by members of the Club playing any games on the premises of the Club.

(E) The prohibition of particular games on the premises of the Club entirely or at any particular time or times.

(F) The conduct of members of the Club in relation to one another and to the Club's servants.

(G) The setting aside of the whole or any part or parts of the Club's premises for any class or classes of members at any particular time or times, or for any particular purpose or purposes.

(H) The imposition of fines or penalties for the breach of any byelaw or any Article of Association of the Club.

(I) The procedure at General Meetings of the Club and at meetings of the Board.

(J) The terms of use of lockers and storage of clubs and equipment and of the employment of caddies.

(K) And generally all such matters as are commonly the subject-matter of Club rules.

The Board shall adopt such means as they deem sufficient to bring to the notice of members of the Club all such byelaws, amendments and repeals; and all such byelaws, so long as they shall be in force, shall be binding upon all members of the Club. Provided nevertheless that no byelaws shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Club, and that any byelaws may be set aside by a Special Resolution of a General Meeting of the members of the Club.

37. The Board may from time to time delegate any of their powers to such committee or committees consisting of one or more members of the Board with or without one or more other members of the Club or the General Manager as they shall think fit to appoint, and may recall or revoke any such delegation or appointment. Any such sub-committee shall, in the exercise of the powers so delegated conform to any regulation or terms of reference that may be prescribed by the Board. A resolution in writing signed by all the members of the Board, or of any sub-committee, shall have the same force and effect as a resolution duly passed at a duly convened meeting of the Board, or sub-committee as the case may be.

38. A General Meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be prescribed by the Board, or in default, at such time in the third month following that in which the anniversary of the Club's incorporation occurs, and at such place as the

Board shall appoint. In default of a General Meeting being so held, a General Meeting shall be held in the month next following, and may be convened by any two members of the Club in the same manner as nearly as possible as that in which meetings are to be convened by the Board.

39. The Board may, whenever they think fit, and shall, on a requisition made in writing by any thirty five or more Full Members, convene a General Meeting. Any requisition made by members as aforesaid must state the object of the meeting to be called and must be signed by all the requisitionists and deposited at the registered office of the Club. Subject as aforesaid the statutory provisions shall apply.

40. An Annual General Meeting and a General Meeting called for the passing of a Special Resolution or Ordinary Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which the notice is served, or deemed to be served, and of the day for which notice is given and shall specify the place, the day, and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Club in General Meeting, to such persons as are, under the regulations of the Club, entitled to receive such notice from the Club, but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

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

42. All business shall be deemed special, with the exception of the consideration of the financial statements of the Company, the election of the Board in the place of those retiring by rotation, and the appointment of the Auditor or Independent Accountant and the approval for the Board to fix their remuneration.

43. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, twenty five members personally present and entitled to vote shall be a quorum.

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

45. The Chairman of the Board, or failing him, the senior member in order of seniority of election present of the Board shall preside as Chairman at every General Meeting of the Club, or, if there is no such Chairman present and willing so to act, within fifteen minutes after the time appointed for the holding of the meeting, the members present of the Board shall elect one of their number to be Chairman of the meeting.

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

47. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two members present in person or by proxy entitled to vote and unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. A demand for a poll may be withdrawn.

48. Except as provided in Article 49 if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

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

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

50. An Auditor or an Independent Accountant shall be appointed and their duties regulated in accordance with statutory provisions.

51. A notice may be given by the Club to any member either personally, by electronic mail or by sending it by post to him to the postal address or electronic mail address supplied by him to the Club. Where a notice is sent by any of these methods the notice shall be deemed to be effected at the expiration of forty-eight hours after the letter containing the same was posted or the electronic mail was sent. Subject to the articles, anything sent or supplied by or to the Club under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company. Subject to the articles, any notice or document to be sent or supplied to a member of the Board in connection with the taking of decisions by members of the Board may also be sent or supplied by the means by which that member of the Board has asked to be sent or supplied with such notices or documents for the time being. A member of the Board may agree with the Club that notices or documents sent to that member of the Board in a particular way are to be deemed to

have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

52. If a member has no registered address within the United Kingdom and has not supplied to the Club an address within the United Kingdom for the giving of notices to him, a notice addressed and posted to him shall be deemed to be duly given to him on the day on which the notice is posted.

53. Notice of every General Meeting shall be given in such manner hereinbefore authorised to every member eligible to attend except those members who (having no registered address within the United Kingdom) have not supplied to the Club an address within the United Kingdom for the giving of notices to them. No other persons shall be entitled to receive notices of General Meetings.

54. The General Meeting shall provide for the safe custody of the seal and shall establish a Register of its use. 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 one member of the Committee and of the General Manager or such other person as the Board may appoint for the purpose, and that member of the Board the General Manager or other person as aforesaid shall sign every instrument to which the seal of the Club is so affixed in their presence.

As approved by Members at the Annual General Meeting on 10th October 2022
