

No. of Company 1607454

The Companies Acts 1948 to 1980
and

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

**THE WORLD PROFESSIONAL BILLIARDS
AND SNOOKER ASSOCIATION LIMITED**

(Incorporated the 13th day of January 1982)

Jordan & Sons Limited
Company Formation and Information Services
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COMPANY LIMITED BY GUARANTEE
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MEMORANDUM OF ASSOCIATION OF

THE WORLD PROFESSIONAL BILLIARDS
AND SNOOKER ASSOCIATION LIMITED

1. The name of the Company is "THE WORLD PROFESSIONAL BILLIARDS AND SNOOKER ASSOCIATION LIMITED".

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:-

3.1. To promote encourage and popularise the games of snooker and billiards generally and in particular for the benefit of players thereof (hereinafter called "Professional Players") who receive or seek to receive regular wages payments commissions bonuses salaries fees prize-mones deferred payments or any other allowances and benefits (financial or otherwise) which contribute wholly or partly to the income of such players other than payments or refunds of out-of-pocket expenses reasonably incurred for essential maintenance travel hotel accommodation equipment and insurance against accidents during play and whilst travelling.

3.2. To acquire and undertake the rights and liabilities of The World Professional Billiards and Snooker Association with regard to the organisation in each calendar year of the World Professional Snooker Championship and other Championships and Tournaments under its control and to effectuate and carry into execution the powers obligations duties and general objects of the present World Professional Billiards and Snooker Association as presently constituted.

3.3. To carry on business as:- (i) negotiator of sponsorship patronage subsidies and support of all kinds (whether financial or otherwise) for the advancement of professional snooker and billiards; (ii) promoters sponsors and managers of tournaments competitions contests matches and exhibitions of professional snooker and billiards both in the United Kingdom and overseas and without prejudice to the generality of the foregoing to organise in each calendar year the World Professional Snooker Championship amongst all the members of the Company.

3.4. To do or provide such matters and things as may be considered necessary for or ancillary to the comfort conduct conveyance convenience or benefit, of Professional Players of snooker or billiards and of the general public or of any other persons concerned or in the contracts obligations and engagements of the Company.

3.5. To adopt such means of advertising and making known the activities tournaments competitions and exhibitions of the Company as may seem necessary or advisable.

3.6. To preserve the prestige and dignity of professional snooker and billiards and of the Company by the provision, passing and variation of all such Rules Regulations and Bye-Laws as to Professional Players as the Company or Council shall from time to time determine.

3.7. To provide by Rules Regulations and Bye-Laws or otherwise for deciding and settling all differences that may arise between Professional Players who are Members of the Company in reference to due compliance with the Laws of the games of snooker and billiards or the Rules Regulations or Bye-Laws of the Company or in reference to contracts or to any other matter of dispute or difference arising between Professional Players who are Members of the Company whether the Company itself is concerned in such dispute or difference or not and to make such provisions for enforcing any award or decision as the Company or Council shall deem proper.

3.8. To co-operate with or assist any snooker or billiards association or club in any way which the Company or Council shall think proper and to enter into or adopt any agreement or arrangement with such association or club.

3.9. To co-operate as and when the Company or Council shall think proper with The Billiards and Snooker Control Council in all matters relating to the games of snooker and billiards or the Rules and Regulations affecting the same.

3.10. To carry on any other trade or business whatever which can in the opinion of the Council be advantageously carried on in connection with or ancillary to any of the business of the Company.

3.11. To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

3.12. To take such steps by personal or written appeals public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the form of donations annual subscriptions or otherwise.

3.13. To apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs,

protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

3.14. To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangements for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

3.15. To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights, and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

3.16. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

3.17. To lend and advance money or give credit on such terms as may seem expedient and with or without security to contractors and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.

3.18. To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

3.19. To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

3.20. To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into

effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

3.21. To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.

3.22. To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

3.23. To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

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

3.25. To act as agents or brokers and as trustees for any person, firm or company and to undertake and perform sub-contracts.

3.26. To amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company.

3.27. To remunerate any person, firm or company rendering services to the Company.

3.28. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company.

3.29. To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or

club which may be for the benefit of the Company or its employees or which may be connected with any town or place where the Company carries on business.

3.30. To give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been employed by, or who are serving or have served the Company, and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants.

3.31. To take over, set aside, or provide for a Benevolent Fund and to grant or continue pensions, annuities, compensations or other awards or benefits in money or otherwise to Professional Players of snooker or billiards disabled or superannuated or otherwise requiring assistance, or to widows or orphans of other persons dependent wholly or partially on any such Professional Players who may die or be disabled or be otherwise incapacitated from earning a living, or who may be, in the opinion of the Council, deserving of having such assistance rendered and to make payments towards insurance and other funds and schemes for that purpose.

3.32. To procure the Company to be registered or recognised in any part of the world and to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.33. To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred,

directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company except as expressly provided by the Memorandum of Association.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

(a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;

(b) of interest on money lent by any member of the Company or of its Council of Management or Governing Body at a reasonable and proper rate;

(c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management or Governing Body;

(d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council of Management or Governing Body may be a member holding not more than 1/100th part of the capital of that company; and

(e) to any member of its Council of Management or Governing Body of out-of-pocket expenses;

(f) of prize money to any member paid by the Company:-

(1) in any tournament or championship open (whether directly or by qualification from another tournament) to all tournament members as defined by Regulation 2.9 of the Articles of Association of the Company, and

(2) in the tournament or tournaments selected by the Council in accordance with Regulation 2.9.

(3) in any satellite tournament to a Ranking Tournament selected by the members in accordance with Regulation 4.8 of the Articles of Association of the Company, such satellite tournament being open to any member who, both entered and was eliminated from the Ranking Tournament, or to any other person who, although eligible to do so, did not enter the Ranking Tournament but who, at the absolute discretion of the Council, was permitted to enter such satellite tournament.

(g) of payments or refunds of out-of-pocket expenses reasonably incurred by members in connection with championships, tournaments etc. organised by the Company for essential maintenance, travel, hotel accommodation, equipment, and insurance against accidents during play and whilst travelling.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company

contracted before he 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, such amount as may be required not exceeding One Pound.

7. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company in specie or in kind but shall be given or transferred to such institution or institutions having objects wholly or partially similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by Clause 4 hereof as shall be determined by the members by Special Resolution as provided by Clause 3.2. of the Articles of Association at or before the time of dissolution or in default thereof by such judge of the High Court of Justice as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to such provision then to some charitable object.

THE COMPANIES ACTS 1948 to 1980

and

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE WORLD PROFESSIONAL BILLIARDS
AND SNOOKER ASSOCIATION LIMITED

INTERPRETATION

1.1. In these Articles:-

"the Act" means the Companies Act, 1985.

"the Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland.

"these Regulations" or the "Regulations" mean these Articles as originally framed or as from time to time altered by Special Resolution as hereinafter provided.

"the Council" means the Board of Directors of the Company or a duly constituted Committee of the Directors.

"Professional Player" means a player of the game of snooker or billiards who satisfies the definition thereof given by Clause 3.1 of the Memorandum of Association of the Company.

"the World Professional Snooker Championship" means the present championship of that name or its successor in title as generally recognised and which was organised and controlled by The World Professional Billiards and Snooker Association and which shall be organised by the Company in each calendar year amongst all its professional player members as hereinafter defined in Regulation 2.3.

"the Ranking List" means the list referred to in Regulation 4 of these Regulations.

1.2. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

1.3. Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender and vice versa.

1.4. Unless the context otherwise requires, words or expressions contained in these Regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Regulations become binding on the Company.

MEMBERS

2.1. The number of members with which the Company proposes to be registered is 82, but the Directors may from time to time register an increase of members.

2.2. The subscribers to the Memorandum of Association and the existing members of The World Professional Billiards and Snooker Association at the date of formation of the Company, and such other persons as the Directors shall admit to membership in accordance with Clause 2.3. shall be members of the Association until they cease to be Members in accordance with these Regulations but there shall be two classes of membership namely Voting Members and Non-Voting Members as hereinafter defined by these Regulations.

2.3. A person shall not be admitted to membership of the Company unless:-

Either (a) he is a professional player at the date of entry and is approved by a resolution of the Council passed by a majority of not less than two-thirds of those Directors present and voting at a meeting thereof duly convened for (or partly for) such purpose (hereinafter in these Regulations separately referred to as "Professional Player Members");

or (b) not being a Professional Player Member he is a Director of the Company (hereinafter in these Regulations separately referred to as "a Non-Player Director"). A Non-Player Director shall cease to be a member of the Company as soon as for any reason he ceases to be a Director of the Company. The provisions of Regulations 2.4., 2.5 and 2.6 shall not apply to a Non-Player Director.

2.4. Any person who becomes a member of the Company pursuant to Regulation 2.3. shall, forthwith on becoming a member, pay to the Company a non-returnable entrance fee which shall not be less than £100 or such other higher figure as shall be fixed by the members in General Meeting.

2.5. Every Tournament Member of the Company shall pay an annual subscription to the funds of the Company of £50 or such higher figure as shall be fixed by the members in General Meeting as provided by Clause 3.2. of the Articles of Association. Other Professional Player Members shall pay one-half of the said subscription. Such annual subscription shall become due on 1st

March in respect of the ensuing year. In the case of persons admitted to membership after the 1st September in any year, the subscription for that year shall be one-half of the prevailing sum, but in all other cases the full annual subscription shall be paid in the year of admission. If any member fails to pay his subscription for any year within one month of the same becoming due, the Secretary shall notify him of the fact and if a member fails to pay his subscription for any year within three months of the same becoming due, he shall be expelled from membership in accordance with these Regulations. Subject to the provisions of Regulation 2.3. such member shall be eligible for re-admission upon payment of all arrears due from him whilst a member and of the amount of subscription that would have been due from him if he had continued as a member to the time of his re-admission.

2.6. Each member shall be liable to pay to the Company a sum equal to 2.5 (two point five) per centum per annum (or such higher percentage that the Company shall by Special Resolution as hereinafter provided determine) of the moneys received by him from tournaments, exhibitions, competitions, matches, and any other like functions organised or controlled by the Company. Such payments shall be made half-yearly on the 31st December and 30th June each year, and failing payment within 28 days of each due date the Council may in its absolute discretion debar any member in default from any one or more tournaments, exhibitions, competitions, matches or any other like functions organised or controlled by the Company, and any such member shall be liable to expulsion from membership in accordance with Regulation 2.8. Provided that payments falling due under this Regulation during the financial year ending 31st December 1984 shall be waived and provided further that the Council may prior to the commencement of any financial year of the Company resolve that payments falling due under this Regulation during the next financial year shall be waived where the Council are satisfied that the income of the Company from other sources is likely to be sufficient to meet the likely commitments of the Company during that financial year.

2.7. A member shall cease to be a member if:-

- (a) he dies.
- (b) he is expelled pursuant to Regulations 2.5. or 2.8.
- (c) he gives at least one month's notice in writing addressed to the Secretary at the Registered Office.

2.8. Provided always that the power is exercised bona fide for the benefit of the Company as a whole and shall be capable of application without discrimination to all members of the Company, it shall be lawful for the Council to pass a Resolution at a meeting thereof (of which due notice including notice of the intention to propose such Resolution shall have been given) that any member of the Company ought to cease to be such member and if such Resolution shall be carried by a majority consisting of not less than two-thirds of the Directors of the Council present and entitled to vote at the meeting, then such Resolution shall take effect as from the conclusion of such meeting or from such subsequent time as the said Resolution may prescribe for the purpose PROVIDED THAT any member so expelled

may give notice of appeal in writing to the Secretary within 21 days of the passing of the said Resolution by the Council whereupon the Secretary shall as soon as convenient convene an Extraordinary General Meeting at which the expelled member's appeal against expulsion shall be considered and shall be upheld only if supported by a Resolution passed in accordance with Clause 3.2. of these Regulations.

TOURNAMENT MEMBERS

2.9. The Tournament Members shall be the first 118 professional player members in the current ranking list plus not more than 10 professional player members who in the opinion of the Council (whose decision shall be final) have the best results in a tournament or tournaments or matches selected by the Council open to all professional player members ranked between 119 and 128 inclusive in the current ranking list. The tournament or tournaments or matches so selected may also be open to snooker players who are not professional player members and the 10 (or fewer) professional player members selected as aforesaid may include any player admitted as a professional player member at the Council meeting convened to select the professional player members with the best results as aforesaid. If no tournament or matches are selected by the Council as aforesaid then the tournament members shall be the first 128 professional player members in the current ranking list or if there are less than 128 professional player members in that ranking list those professional player members.

VOTES OF MEMBERS

3.1. Except as provided by Regulation 3.2., only Voting Members as defined by Clause 3.3. shall be entitled to vote at General Meetings of the Company, and on a show of hands every such member present in person shall have one vote and on a poll every such member shall have one vote subject as hereinafter contained.

3.2. Every member of the Company shall be entitled to attend General Meetings of the Company but Non-Voting Members shall not be entitled to vote except together with the Voting Members upon resolutions previously passed (whether at the same General Meeting or at a previous General Meeting) by two-thirds of the Voting Members present or voting by proxy as hereinafter provided proposing:-

(a) Any amendments to the Memorandum and/or Articles of Association of the Company by Special Resolution.

(b) The winding up of the Company or the appointment of a receiver by Special Resolution.

(c) The increase of the annual subscription payable under Clause 2.5. of these Regulations which shall be decided by Ordinary Resolution.

(d) The increase of the percentage payment required by Clause 2.6. of these Regulations by Special Resolution.

(e) The giving or transferring of property in accordance with Clause 7 of the Memorandum of Association and Clause 75 of these Regulations by Special Resolution.

(f) The expulsion of a member as provided by Clause 2.8. of these Regulations which shall be decided by two-thirds majority vote of members present or voting by proxy.

PROVIDED THAT such Resolutions shall not be effective and binding upon the Company until passed in accordance with this sub-clause of these Regulations.

3.3 A member shall be a Voting Member if:

Either (a) he is or become at any time after 2nd March 1989 one of the first forty Members named in the Ranking List provided he shall cease to be a Voting Member if he ceases to be amongst the first forty members named in the Ranking List in accordance with these Regulations in two consecutive years;

or (b) he is a Director of the Company who does not qualify as a Voting Member under sub-regulation (a) above providing that he shall cease to be a Voting Member under this sub-regulation if he ceases to be a Director of the Company.

THE RANKING LIST

4.1. This Regulation shall apply from the final day of the World Professional Snooker Championship held in 1987.

4.2.1. In each year immediately following the final of the World Professional Snooker Championship for that year the Secretary shall compile the ranking list by totalling:-

(a) Ranking points awarded in accordance with Regulation 4.4 over the immediately preceding two seasons;

Or where a player has no ranking points

(b) Merit points awarded in accordance with Regulation 4.5. over the immediately preceding two seasons;

Or where a player has no ranking or merit points

(c) 'A' points awarded in accordance with Regulation 4.6 over the immediately preceding two seasons;

Or where a player has no points

(d) Frames won in accordance with Regulation 4.7 over the immediately preceding two seasons.

4.3 (A) The player with the greatest number of ranking points shall be top of the ranking list followed by players in descending order of ranking points then followed by players with no ranking points in descending order of merit points then followed by players with no ranking or merit points in descending order of 'A'

points then followed by players with no points in descending order of number of frames won.

(B) In the event of an equality of points or number of frames won the player with the greatest number of relevant points or frames won in the immediately preceding season shall take preference

(C) If still level then in the case of players with ranking points the player who has been awarded the greater number of merit points in accordance with Regulation 4.5 over the preceding two seasons shall take preference. In other cases (or if still level and not in the first 32 places in the ranking list) then the player who has been awarded the greatest number of 'A' points in accordance with Regulation 4.6 over the preceding two seasons shall take preference and if still level (and not in the first 64 places in the ranking list) the player with the most frames won calculated in accordance with Clause 4.7 over the preceding two seasons shall take preference.

(D) If still level then the player with the best result in the World Professional Snooker Championship held in that year shall take preference and if still level the player with the best result in the immediately preceding ranking tournament shall take preference.

4.4.1. The Secretary shall award ranking points from players' results in the finals in each ranking tournament (other than the World Championship) as follows:-

- 6 points to the winner
- 5 points to the runner up
- 4 points to both the losing semi-finalists
- 3 points to each of the losing quarter-finalists
- 2 points to each of the losing eighth-finalists in the preceding round
- 1 point to each of the losing sixteenth-finalists in the next preceding round (that round being the first round of the finals of the tournament)

4.4.2. The Secretary shall award ranking points in respect of the finals of the World Professional Snooker Championship as follows:-

- 10 points to the winner
- 8 points to the runner up
- 6 points to both the losing semi-finalists
- 4 points to each of the losing quarter-finalists
- 2 points to each of the losing eighth-finalists in the preceding round
- 1 point to each of the losing sixteenth-finalists in the first round of the finals

4.4.3. Players exempted from qualifying for the last 32 places in the World Professional Snooker Championship shall not be awarded ranking points in respect of that tournament if they lost their first match of that tournament but such players shall be awarded 2 merit points

4.5.1. The Secretary shall award a merit point to each player losing in the last preliminary round of each ranking tournament except the World Professional Snooker Championship

4.5.2. The Secretary shall award two merit points to players losing in the last preliminary round of the World Professional Snooker Championship in each year and one merit point to players losing in the second preliminary round of the World Professional Snooker Championship in each year

4.5.3. The last preliminary round of each ranking tournament is the round immediately prior to the finals as defined by Regulation 4.4.

4.5.4. The second preliminary round of the World Championship is the round immediately prior to the last preliminary round in that championship.

4.6.1. The Secretary shall award an 'A' point to players losing the first preliminary round.

4.6.2. The first preliminary round means the round played immediately before the second preliminary round in the World Professional Snooker Championship and immediately before the last preliminary round in other ranking tournaments.

4.7.1. The Secretary shall in each ranking tournament in respect of players losing in the qualifying round total the number of frames won by that player in that qualifying round.

4.7.2. Qualifying round means the round played before the first preliminary round.

4.8. "Ranking tournaments" in these Regulations shall mean:-

(a) the World Professional Snooker Championship and

(b) other tournaments or provisional tournaments selected by the majority vote of the Voting Members present and voting whether in person or by proxy at the Annual General Meeting or any Extraordinary General Meeting held prior to the playing of the tournaments selected. The tournaments selected must be tournaments which are either promoted by the Company (or any subsidiary company) or sanctioned by the Company and further must be open to all Tournament Members subject to the payment of any entrance fee fixed by the Council.

4.9. "Best result" in this Regulation shall mean:-

(a) the player with the highest place

then if level

(b) the player who won most frames in his losing round

then if still level

(c) the player who lost the least number of frames in the previous round or if there is still an equality the player losing the

least number of frames in the round before going back if necessary to the qualifying round.

4.10. "Season" in this Regulation shall mean the days from and including the day following the final of the World Professional Snooker Championship in any year to and including the day of the final of the World Professional Snooker Championship held in the immediately following calendar year.

4.11. The seeding of tournament members for ranking tournaments shall be according to their position in the then current ranking list provided that the Tournament Champion (that is the winner of the relevant tournament in the immediately preceding season) shall be seeded number one in that tournament, and (if the World Champion is not the Tournament Champion) the World Champion (that is the winner of the World Championship in the immediately preceding season) shall be seeded number two. The draw for each ranking tournament shall be conducted in such manner as the Council in its absolute discretion shall direct.

GENERAL MEETINGS

5. A General Meeting shall be held in every year as the Annual General Meeting of the Company (and specified as such in the notice convening the meeting) at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Council.

6. The Council may, whenever it thinks fit, convene an Extraordinary General Meeting and an Extraordinary General Meeting shall also be convened forthwith by the Council upon the requisition of Voting Members of the Company representing at the date of the deposit of the requisition not less than one-tenth of the total voting rights of all the Voting Members having at the said date a right to vote at General Meetings. If the Council does not, within twenty-one days from the date of the deposit of the requisition proceed duly to convene a meeting the requisitionists or any of them representing more than one-half of the total voting rights of all of them may themselves convene a meeting but any meeting so convened shall not be held after the expiration of three months from the said date.

7. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

NOTICES OF GENERAL MEETINGS

8. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it 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 manner, if any, as may be prescribed by the Company in General Meeting, to

such persons as are, under the Regulations of the Company, entitled to receive such notices from the Company

Provided that a Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Regulation, be deemed to have been duly called if it is so agreed:-

8.1. In the case of a Meeting as the Annual General Meeting, by all the members entitled to attend and vote thereat; and

8.2. In the case of any other meeting, by a majority in number of the members having a right to attend and vote at the Meeting, being a majority together holding not less than 95 per cent. of the total voting rights at that Meeting of all the said members.

9. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at the Meeting.

PROCEEDINGS AT GENERAL MEETINGS

10. All business shall be deemed special that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Council and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors and as otherwise provided by these regulations.

11. 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, eight members entitled to vote at that Meeting present in person or by proxy shall be a quorum.

12. 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 or to such other day and at such other time and place as the members then present may determine.

13. The Chairman, if any, and in default the Vice-Chairman, if any, of the Council shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman or Vice-Chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the Meeting or is unwilling to act the members present shall elect one of their number to be Chairman of the Meeting.

14. If at any Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the Meeting, the members present shall choose one of their number to be Chairman of the Meeting.

15. 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 an 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.

16. 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:-

16.1. by the Chairman; or

16.2. by at least three Voting Members present in person or by proxy; or

16.3. by any members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the Meeting.

Unless a poll be 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 Minute Book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

17. Except as provided in Regulation 3.1. if a poll is duly demanded it shall be taken in such manner and either forthwith or at such time not being less than 7 days and not more than 14 days after the date of the Meeting 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.

18. 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.

19. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. A poll may be taken by voting papers sent to each member entitled to vote stating the proposed Resolution and giving instructions as to voting in respect thereof. A scrutineer or scrutineers of such voting papers may be appointed by the Chairman.

20. 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 given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive.

21. On a poll votes may be given either personally or by proxy.

22. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy need not be a member of the Company.

23. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the Meeting, not less than 48 hours before the time for holding the Meeting or adjourned Meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 calendar months after the date of its execution.

24. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"The World

Professional Billiard and Snooker Association Limited

I, _____, of _____,
in the County of _____, being a Member of the
above-named Company, hereby appoint
of _____, or failing him,
of _____, as my proxy to vote for me on
my behalf at the (Annual or Extraordinary, as the case
may be) General Meeting of the Company, to be held on
the _____ day of _____ 19____, and at any
adjournment thereof

Signed this _____ day of _____ 19____."

25. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit.

"The World

Professional Billiard and Snooker Association Limited

I, _____, of _____,
in the County of _____, being a Member of the
above-named Company, hereby appoint
of _____, or failing him,
of _____, as my proxy to vote for me on
my behalf at the (Annual or Extraordinary, as the case
may be) General Meeting of the Company, to be held on
the _____ day of _____ 19____, and at any
adjournment thereof

Signed this _____ day of _____ 19____."

This form is to be used *in favour of
against the resolution.

Unless otherwise instructed, the proxy will vote as he thinks fit.

*strike out whichever is not desired."

26. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

27. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the registered office before the commencement of the Meeting or adjourned Meeting at which the proxy is used. If any votes are given or counted at a General Meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said Meeting unless the objection to such votes be taken at the same Meeting and not in that case unless the Chairman shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

28. A resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such members.

29. The maximum number of Directors shall be 10 and the minimum number shall be 5. At the date of adoption of this Regulation the Directors of the Company (together with their most recent date of election) are as follows:-

John Virgo	01-06-87
Gordon Ingham	17-01-89
Ray Reardon	06-05-86
John Spencer	01-06-87
David Taylor	17-01-87
Ian Doyle	17-01-89
Mark Wildman	06-05-86
Ray Edmonds	17-01-89
Howard Kruger	17-01-89
Bill Oliver	17-01-89

30. No Professional Player Member Director shall be entitled to receive any remuneration in respect of his office as a Director or as an employee of the Company but he may be paid all travelling, hotel and other expenses properly incurred in the United Kingdom (or abroad where specially authorised by the Council) by him in attending and returning from meetings of the Council or any other Committee of the Council or General Meetings of the Company or in connection with the business of the Company. A Non-Player Director may receive remuneration as an employee of the Company but not in respect of his office as Director.

31. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted

by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company otherwise direct.

BORROWING POWERS

32. The Council may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as it thinks fit and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject to Section 80 of the Act to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF THE COUNCIL

33. The business and affairs of the Company shall be managed by the Council which may authorise all such acts and the exercise of all such powers of the Company by Directors of the Council, on whom executive management powers are conferred, as may be required to give effect to the objects as described in the provisions of the Memorandum of Association and which are not, by the Act or by these Regulations required to be done or exercised by the Company in General Meeting subject, nevertheless, to any of these Regulations, to the provisions of the Act and to such Regulations, being not inconsistent with the aforesaid Regulations or provisions, as may be prescribed by the Company in General Meeting; but no Regulation made by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if that Regulation had not been made.

34. No act, matter or thing within the power of the Company in General Meeting done by the Council or done by any Committee or Commission and adopted by the Council which shall afterwards receive the express or implied consent of the Company in General Meeting shall be afterwards impeached on any ground whatsoever.

35. The Council may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Council to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Council under these Regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Council may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

36. The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official Seal for use abroad, and such powers shall be vested in the Council.

37. The Company may exercise the powers conferred upon the Company by Section 362 of the Act with regard to the keeping of a

Dominion Register, and the Council may (subject to the provisions of those sections) make and vary such Regulations as they may think fit respecting the keeping of any such Register.

38.1. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a Meeting of the Council in accordance with Section 317 of the Act.

38.2. Subject to Regulation 38.1. a Director may vote as such in respect of any contract or agreement in which he is interested and upon any matter arising thereout and if he shall do so his vote shall be counted, and he shall be counted in the quorum present at the Meeting when any such contract or arrangement is under consideration.

38.3. No Director or intending Director shall be disqualified by his office from contracting with the Company as vendor, purchaser, or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

38.4. Any Director may act by himself or on behalf of his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

39. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.

40. The Council shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Council;
- (b) of the names of the Directors present at each Meeting of the Council and of any Committee of the Council;
- (c) of all resolutions and proceedings at all Meetings of the Company, and of the Council, and of Committees of the Council;

and every Director present at any Meeting of the Council or Committee of the Council shall sign his name in a book to be kept for that purpose. All acts of the Council done in pursuance of anything appearing by such Minutes to be resolved upon or authorised by the Council shall be deemed to be acts of the Council within the meaning of these Regulations.

41. The Council may exercise the powers of the Company conferred by Clause 3.30 and 3.31 of the Memorandum of Association and may

In each year appropriate such money as they may deem necessary for the purposes of Benevolent Funds. The Council may distribute such money among needy Professional Players and others (including any past and present Directors and the families and dependants of such Professional Players and past and present Directors).

DISQUALIFICATION OF DIRECTORS

42. The office of a Director shall be vacated if the Director:-

42.1. ceases to be a Director by virtue of Section 293 of the Act (i.e. he attains the age of seventy years); or

42.2. becomes bankrupt or insolvent or makes any arrangement or composition with his creditors generally; or

42.3. becomes prohibited from being a Director by reason of any order made under the Insolvency Act 1986 or the Company Directors Disqualification Act 1986; or

42.4. becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or

42.5. resigns his office by one month's notice in writing to the Council; or

42.6. shall fail to attend three consecutive meetings of the Council without just cause in the view of the majority of the Council;

42.7. be suspended from taking part in snooker or billiards competitions whether organised or controlled by the Company or not.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry made in the Minute Book stating that the Director has ceased to be a Director of the Council.

ROTATION OF DIRECTORS

43. At the Annual General Meeting in every subsequent year one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

44. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

45. A retiring Director shall be eligible for re-election and if he offers himself for re-election he shall not cease to be a Director of the Company unless and until he is not re-elected.

46. The Company at the Meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person

thereto, and in default the retiring Director shall if offering himself for re-election be deemed to have been re-elected, unless at such Meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the Meeting and lost.

47. No person other than a Director retiring at the Meeting shall, unless recommended by the Council, be eligible for election to the office of Director at any General Meeting unless there shall have been left at the Registered Office of the Company written notice signed by any two members of the Company proposing such person for election and also written notice signed by that person of his willingness to stand for election. Any such notice shall be left at the Registered Office of the Company:

(a) if the election is to take place at an Annual General Meeting, on or before 30th June for the following Annual General Meeting;

(b) if the election is to take place at an Extraordinary General Meeting, on or before the date being two months before the date of the Extraordinary General Meeting.

48. The Company may from time to time by Special Resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.

49. The Council shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number (if any) fixed in accordance with these Regulations. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting.

50. The Company may by Ordinary Resolution, of which special notice has been given in accordance with Section 379 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Regulations or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

51. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Regulation, and without prejudice to the powers of the Directors under Regulation 49 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the date on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF THE COUNCIL

52. The Council may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings, as they think fit. Questions arising at any Meeting shall be decided by a majority of votes. Each Director shall have one vote but in the case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Meeting of the Council. It shall not be necessary to give notice of a Meeting of the Council to any Director for the time being absent from the United Kingdom.

53. The quorum necessary for the transaction of the business of the Council may be fixed by the Council, and unless so fixed shall be three.

54. The Council may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to these Regulations as the necessary quorum of Directors, the Council may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

THE PRESIDENT AND VICE-PRESIDENT

55. The President and Vice-President of the Company (if any) shall be elected annually at the Annual General Meeting and shall qualify for election whether or not they are serving Directors of the Council or members of the Company. If they are serving Directors of the Council they shall each retain their right to cast one vote at Meetings of the Council during their term of office.

THE CHAIRMAN AND VICE-CHAIRMAN

56. The Chairman and Vice-Chairman of the Company shall be elected annually by the Council at the first meeting thereof after the close of the World Professional Snooker Championship in each year (such meeting to be held within thirty days of such Championship). They shall qualify for election only if they are serving Directors of the Council and in the event of death, resignation, permanent disability or disqualification from office the Secretary shall within twenty-one days convene a Meeting of the Council for the purpose of appointing a successor or successors who shall serve until the first Meeting of the Council after the close of the next following World Professional Snooker Championship.

57. If at any Meeting of the Council the Chairman is not present within five minutes after the time appointed for holding the same the Vice-Chairman shall preside at such Meeting but in his absence the Directors present may choose one of their number to be Chairman for that particular Meeting.

COMMITTEES OF THE COUNCIL

58. The Council may delegate any of their powers to Committees or Commissions consisting of such member or members of their body as they think fit; any Committee so formed shall in the exercise of the powers so delegated conform to any regulations or mode of

proceedings that may be imposed on it by the Council but may otherwise determine and regulate their own proceedings in the same manner as the Council may do.

59. A Committee may elect a Chairman of its Meetings; if no such Chairman is elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the Meeting.

60. A Committee may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the members present, and in the case of equality of votes the Chairman shall have a second or casting vote.

61. All acts done by any Meeting of the Council or of a Committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

62. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a Meeting of the Council or of a Committee shall be as valid and effectual as if it had been passed at a Meeting of the Council or Committee duly convened and held and it may consist of two or more documents in like form each signed by one or more of the Directors.

THE SECRETARY

63.1. The Secretary shall be appointed by the Council for such term at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

63.2. A provision of the Act or these Regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

64. The Secretary shall also serve as Treasurer of the Company and have the same duties and functions as the Treasurer during such period or periods when there shall not be a Treasurer in office appointed by the members of the Company at the Annual General Meeting in any year.

65. The Secretary shall carry out all the proper directions of the Council and in particular he shall issue notices of all General Meetings and of Council or Committee Meetings and shall keep the Minutes of all such meetings. He shall maintain the Register of Members and have responsibility for the care of all correspondence and papers belonging to the Company. He shall collect the subscriptions and all other moneys which may from time to time become payable to the Company and shall forthwith bank the same in Bank Accounts as directed from time to time by the Council.

THE SEAL

66. The Council shall provide for the safe custody of the Seal, which shall only be used by the authority of the Council or of a Committee of the Directors authorised by the Council in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Council for the purpose.

ACCOUNTS

67. The Council shall cause accounting records to be kept in accordance with the provisions of the Act. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Council think fit, and shall always be open to the inspection of the officers of the Company.

68. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Council or by Special Resolution of the Company in General Meeting.

69. The Council shall from time to time, in accordance with the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

70. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report and Directors' report shall not less than twenty-one days before the date of the Meeting be sent to every member of, and every holder of debentures of the Company. Provided that this Regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

71. The Council shall keep separate accounts of all Benevolent Funds or other Funds maintained for the purposes of Regulation 41.

AUDIT

72. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

73. A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be

effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

74. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

74.1. every member except those members who (having no registered office within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;

74.2. the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

DISSOLUTION

75. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company in specie or in kind but shall be given or transferred to such institution or institutions having objects wholly or partially similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by Clause 4 of the Memorandum as shall be determined by the members by Special Resolution as provided by Clause 3.2. of the Articles of Association at or before the time of dissolution or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to such provision then to some charitable object.

INDEMNITY

76. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the proper execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144(3) or (4) of Section 727 of the Act in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto. But this Regulation shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

HONORARY MEMBERS AND HONORARY VICE-PRESIDENTS AND BILLIARD MEMBERS

77. The Council shall have the power to appoint annually any persons (whether or not Professional Players and irrespective of

age) as Honorary Vice-Presidents or Honorary Members of the Company, including associations and clubs whether at home or overseas, which apply for affiliation with the Company.

78. The Council shall have the power to appoint Billiard Members of the Company who shall pay such entrance fee and such annual subscription as the Council may from time to time specify.

79. Neither Honorary Vice-Presidents, Honorary Members, nor Billiard Members shall be entitled to any of the rights, privileges or benefits of membership (including the right to play in the World Professional Snooker Championship and the right to vote at General Meetings of the Company) and none of them shall be subject to any of the obligations thereof. Subject thereto, the Chairman of the Council or General Meeting at which such Honorary Vice-President, Honorary Members, or Billiard Members are in attendance may permit them (or a representative in the case of an association or club affiliated to the Company) to address that Meeting.

RULES AS TO DISCIPLINE

80.1. The Council shall have power by Ordinary Resolution from time to time and at any time to make rules and regulations ("The Rules of Discipline") with regard to the conduct of members which could injure or discredit the Company or bring the games of billiards and/or snooker into disrepute and make rules and regulations regarding the participation of members in televised or recorded tournaments or matches. These regulations may include powers for the Council to discipline members who are found to be in breach of these said rules and regulations by way of public reprimand, fine, suspension and/or deduction of points from the member's total in the Ranking List as the Council may reasonably think fit.

80.2. The Council shall make due provision for settling differences and disputes in the same manner as has hitherto been provided for by The World Professional Billiards and Snooker Association and may make rules and regulations as to all proceedings in reference to the matters aforesaid and as to enforcing any awards or decisions.

80.3. All members of the Company shall submit and refer all differences and questions coming within the provisions of the Laws of the games of Snooker or Billiards or the Rules of Discipline to the decision of the Council who may determine the same or may appoint Committees or Commissions or other persons for the purposes of hearing and determining the same and the fact of membership itself shall constitute an agreement to refer all such differences and questions in accordance with the Rules of Discipline or such other rules and regulations made by the Council from time to time and shall be enforceable as an agreement to refer under the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof.

80.4. The Council will have the power to impose the following maximum penalties where a member does not turn up and play in an event into which he has entered. Due consideration will be given to any extenuating circumstances advised to the Council.

- (a) For the First Offence a fine of £200.
- (b) For a Second Offence a fine of £500.
- (c) For a Third Offence the Member will be expelled in accordance with Regulation 2.8 of the Articles of Association.

THE WORLD PROFESSIONAL

BILLIARDS & SNOOKER ASSOCIATION LIMITED

THE RULES OF DISCIPLINE MADE BY THE COUNCIL OF THE WORLD PROFESSIONAL BILLIARDS AND SNOOKER ASSOCIATION LIMITED IN ACCORDANCE WITH REGULATION 80.1 OF THE ARTICLES OF ASSOCIATION.

CONDUCT

1. a. Members must conduct themselves at all times in a proper manner consistent with their status as professional sportsmen.

b. Members of the Association must not make or cause to be made any statements (whether in writing or otherwise) or take or cause others to take action which will or may in the opinion of the Council bring the games of Billiards and/or Snooker into disrepute.

2. Any correspondence between any member and the Association shall not be released to the Press without the consent of the Council.

3. Except with the prior written consent of the Council, no member may participate in any tournament or game of snooker or billiards which is transmitted by live or pre-recorded television pictures to or within the following countries, United Kingdom, Republic of Ireland, Belgium, Canada, Australia, Hong Kong, Singapore and Malaysia.

The Council may, in giving consent, impose conditions including (but not by way of limitation) a condition that the Company or person transmitting the pictures must enter into a written contract with the Association.

TOURNAMENTS AND CHAMPIONSHIPS

4. a. Players must dress smartly at all times. Conventional lounge suits and waistcoats are to be worn during morning and afternoon sessions. Ties must be worn at all times, bow ties in the evening with Dress Suits. If a member is unable to wear a tie for medical reasons, a certificate must be obtained from the Doctor appointed by the Association.

b. Players must not display advertisements of any kind on clothing or equipment worn or used in a televised snooker tournament.

5. Players must report to the venue signing in room at least ten minutes before the start of play.

6. a. If a player, is not ready and able to commence play at the time set by the organisers for the commencement of play, then without prejudice to the disciplinary action that the Board may take the player concerned will forfeit one frame for the first fifteen

minutes or part of the first fifteen minutes and thereafter one frame for every further five minutes or part of five minutes that he arrived at the table ready for play after the said commencement time.

b. Players must not leave the auditorium without first obtaining the permission of the referee. Players must then return in a reasonable time. If a player does not return in a reasonable time then the referee, after consultation with the Tournament Director, may award the frame to the other player.

c. When required by the Tournament Director players will, immediately following any session of a match, provide samples of urine for laboratory testing.

d. Balls will not be re-racked within 40 minutes of the start of the next session and balls will not be re-racked after midnight and 10 minutes.

The Tournament Director will be able to override these guidelines if necessary and be solely responsible for the scheduling of matches.

In the event that a match is not completed within the time scheduled the Tournament Director has absolute discretion to complete the match on any table available and to decide the time when the match has to be played.

e. Should a player's tip become loose or damaged a "Tipping kit" will be available and a player will be allowed 15 minutes to retip his cue.

7. a. No member, without prior written authority, will be allowed to give exhibitions or play matches within a 50 mile radius of the venue of that tournament or that championship during the final rounds of that tournament or championship where this restriction clause is contained in a contract between WPBSA and a sponsoring company.

b. Where there is no such contractual obligation this rule will no longer be applied.

8. The referee in charge of every match shall be the sole judge and adjudicator for that match. Referees and other officials must be treated with dignity and respect. In the event of a dispute the member has the right to refer the matter to the Tournament Director or his representative whose decision will be final.

9. All players must carry badges issued by the Tournament Director to gain entry to the venue. This badge is not transferable and is only valid for duration of that particular tournament.

10. Players must conform to the Tournament Rules concerning access of a competitor's guest (or exceptionally) guests. Players will be responsible for the conduct of their guests.

11. Practice time for players will be allocated by the Tournament Director whose decision is final.

12. Players must always notify the Tournament Director of their place of residence and telephone number during a tournament or championship.

13. Players must always refer to the tournament or championship by its correct title.

14. When required, players will make themselves available to attend a brief press conference within ten minutes after every match in which they play and will similarly make themselves available to attend a television interview within twenty minutes after every match in which they play.

15. Only the referee will be allowed to clean any ball at any time during a match.

16. a. Players must play up to five frames in a session, even if a result in a match has been achieved at an earlier frame or session at the discretion of the Tournament Director. The Tournament Director will endeavour to obtain alternative players if a result has been obtained.

b. Players will play matches at a reasonable and proper pace. If a player, in the opinion of the referee and Tournament Director is playing slowly he will be reported to the Council and disciplinary action may follow.

17. Players must comply with the regulations of the venue and with tournament regulations issued by the Tournament Director with the authority of the Council.

18. If any player should be disqualified during a championship or tournament, that player will not receive any prize money whatsoever arising from the championship or tournament irrespective of the result he has already attained.

19. Any question or dispute or any other matter regarding the tournament or championship shall be addressed solely to the Tournament Director. If any player is dissatisfied with the decision of the Tournament Director concerning any such matter, then he shall make written representation to the Association's Secretary for consideration by the Council. **PLAYERS MUST NOT MAKE COMPLAINTS OR AIR THEIR GRIEVANCES RELATING TO THE TOURNAMENT OR CHAMPIONSHIP IN THE PRESS.**

ANY PLAYER WHO CONTRAVENES ANY OF THESE RULES WILL BE LIABLE TO DISCIPLINARY ACTION IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE WORLD PROFESSIONAL BILLIARDS AND SNOOKER ASSOCIATION LIMITED.

RULES OF DISCIPLINE

COMPLAINTS

20. Upon receipt by the Secretary of notice in writing of any complaint against any member of the Association which amounts or may amount to a breach of the rules of discipline made by the Council, then the Secretary shall give notice in writing to that

member of the complaint and notice of the date upon which the Council will consider that complaint. The Council shall not consider that complaint within seven days of the posting of that notice, but subject thereto, shall consider the complaint as soon as reasonable practicable. The Secretary, if he considers it appropriate, may himself institute disciplinary action as above even though he has received no written complaint.

(a) The Council may direct that, because of the serious nature of the complaint, the disciplinary hearing shall be held before an independent person or tribunal appointed by the Council in accordance with Article 80.3 unless the member against whom the complaint is made signs a written statement that he:-

1. Understands the serious nature of the complaint.
2. Understands the powers of the Council under the Rules of Discipline.
3. Wishes the complaint to be dealt with by the Council.
4. Waives any breach or potential breach of the rules of natural justice arising from the composition of the Council and/or any alleged benefit to any member or members of the Council arising from the penalty imposed.

21. The Council shall permit the member against whom the complaint is made, to appear before them together with such other persons as the Council in their absolute discretion may consider appropriate.

22. The member against whom the complaint is made may be legally represented before the Council if the Council in their absolute discretion so permit.

23. If the Council find the complaint against the member proved by a two-thirds majority vote of those Directors present and voting, then the Council may at its absolute discretion:-

- (a) publicly reprimand the member concerned and/or
- (b) impose an unlimited fine and/or
- (c) suspend the member concerned from one or more tournaments or championships, such tournaments or championships to be selected by the Council at their absolute discretion and/or
- (d) deduct points from the members total in the Ranking List and/or
- (e) expel the member concerned in accordance with Regulation 2.8 of the Articles of Association.

24. There shall be no appeal from the decision of the Council except in the circumstances contained in the said Regulation 2.8.

25. The penalty to be imposed shall be approved by two-thirds of the Directors present and voting at the Council Meeting.

26. If a fine imposed on a member has not been paid within 28 days of notification, the member concerned will be expelled from the Association.

THE WORLD PROFESSIONAL BILLIARDS

AND SNOOKER ASSOCIATION LIMITED

DRUG CONTROL POLICY 1988

THESE RULES AND THE ACCOMPANYING DOCUMENTS ARE IMPORTANT. THEY MAY AFFECT YOUR LIVELIHOOD. YOU MUST READ THEM CAREFULLY AND BE SURE THAT YOU UNDERSTAND THEM.

THESE RULES TAKE THE PLACE OF ALL OTHER RULES PREVIOUSLY MADE RELATING TO DRUG CONTROL. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE MEDICINES YOU ORDINARILY USE YOU MUST CONSULT YOUR DOCTOR.

POSITIVE TESTS FOR PROHIBITED SUBSTANCES WILL RENDER THE PLAYER LIABLE TO DISCIPLINARY PROCEEDINGS AND A POSSIBLE LIFE BAN.

HISTORY OF DRUG TESTING NOT FORMING PART OF THE RULES

1. On the 9th April 1985 the Council of The W.P.B.S.A. ("The Board") decided to ban the use of certain substances in line with policies of other sporting organisations. It introduced urine tests for all members at the World Championship in 1985. Penalties were proposed for anyone providing a positive test.

2. In September 1985 the Board reconsidered its policy for the 1986/87 season. It decided to introduce random testing at all Ranking Tournaments and some non-ranking events. A copy of the Sports Council Booklet was sent to each member setting out the lists of banned classes of substances then outlawed by the International Olympic Committee Medical Council.

3. Provisions were made for any member taking prohibited medication to notify that fact to the Doctors taking the urine test with the intention that if a substance was found to be on the banned list, its use might be permitted if there was a sound medical reason for the use of the otherwise banned drug. In the absence of any sound medical reason the member would be reported for disciplinary action.

4. The Board introduced new rules on 3rd May 1988 for the purpose of making clear what substances are and what substances are not permitted and for regulating the limited approval procedure in relation to Atenolol so that all members are clear as to their responsibilities and obligations.

5. The amendments to the new rules made on 28th June 1988 are for the purposes of:-

(a) giving members a right to require (subject to certain limitations set out in the rules) an independent analysis of the second urine sample where the first sample has been found to be positive;

(b) giving the Chairman of the Associations Drug Control Advisory Committee a discretion to forthwith suspend from all tournaments a member whose samples have been found to be positive pending a disciplinary hearing;

(c) setting out the constitution of the disciplinary tribunal to be appointed to hear cases brought in breach of these rules;

(d) empowering the disciplinary tribunal to require the member to pay the Association costs of the investigation and of the disciplinary proceedings where appropriate.

The amended rules will come into force for all samples taken after 1st August 1988.

PLEASE READ THE FOLLOWING RULES VERY CAREFULLY

THE W.P.B.S.A. DRUG CONTROL RULES (AS AMENDED) 1988

MADE ON 28TH JUNE 1988 PURSUANT TO ARTICLE 80.1 OF THE ARTICLES OF ASSOCIATION OF THE WORLD PROFESSIONAL BILLIARDS AND SNOOKER ASSOCIATION LIMITED. THESE AMENDED RULES WILL COME INTO OPERATION FOR ALL SAMPLES TAKEN AFTER 1ST AUGUST 1988.

1. The Drug Control Policy is the responsibility of the Drug Control Advisory Committee ("the Committee") of the Board of The W.P.B.S.A. acting under the Board's authority and control.
2. In accordance with Sports Council guidelines random Drug Testing procedures will be conducted at all ranking and non-ranking Tournaments (including preliminary stages) throughout the season.
3. Selection of members for testing will generally be by way of an independently supervised random draw conducted at a time when the names of members to be tested will be unknown to those who conduct the draw. In addition the Committee reserve the right to authorise the taking of a test if the circumstances appear to require it.
4. Members will be notified by the Referee or the Tournament Director at the end of a match during a Tournament that they have been selected and that they are required for drug testing purposes. Any member so notified must give a urine sample at the conclusion of his match under the supervision of and in the manner required by the Medical Members of the Committee or by persons appointed by them and acting on their behalf. It is the responsibility of the member to ascertain whether or not he is required for testing purposes.
5. Members who are required to give a test will be requested to give a sufficient sample (usually not less than 100ml) which will be clearly labelled and divided into two samples for the purposes of analysis.
6. At the time of giving the sample members will be required to disclose whether they have taken any medications within the preceding 72 hours and any substances then disclosed will be noted.
7. The two sample of urine will be delivered to a laboratory approved by the Committee for analysis. Initially only one sample will be tested. If analysis is positive in respect of any controlled drug or drug prohibited by the IOC Medical Commission then this fact will be reported by the laboratory to the Association's medical advisor who in turn will notify the Chairman of the Drugs Advisory Committee and the legal advisor to the Association. The Association's medical advisor will then notify the member in writing of the fact of the positive analysis but will inform the member that disciplinary procedures will not be invoked unless and until the second sample is also confirmed to have a positive result. The member may be present at the breaking of the seal on the second sample and also be present at the analysis of the second sample. The breaking of the seal and the analysis will take place twenty one days after the member or his representative receives notification of

the result of the first sample. The member will also be informed of his right to nominate subject to the approval of the Association's medical advisor an alternative laboratory where the analysis of the second sample maybe carried out provided that the Association's nominated analyst is entitled to be present and that the analysis takes place twenty one days after notification in writing of these facts to the member or his representatives. If the second sample proves positive on analysis the Association's medical advisor will report that fact to the Secretary of the Association and to the Chairman of the Committee. The result of the laboratory analysis will be regarded for the purposes of these Rules as final and binding on the member and the Association.

8. Substances which are controlled drugs within the meaning of the Misuse of Drugs Act 1971 and Regulations made thereunder and substances prohibited by the IOC Medical Commission are also prohibited by the Association and may not be used by members except in the strict circumstances described in paragraphs 9 to 12 of these Rules. The relevant classes of prohibited substances are Stimulants, Narcotics, Anabolic Steroids, Beta-Blockers and Diuretics. An up to date list of substances contained within those classes is maintained by the Association at Bristol and is available on request. For the avoidance of doubt and to assist members, the Association maintains a current list of permitted substances produced by the Sports Council and a member may have a copy of that list on request.

9. (a) If any member is found on a positive analysis of the first and second urine samples to have consumed or who admits to the use of a controlled drug or a drug prohibited by the IOC Medical Commission or who without reasonable cause refuses to undergo a urine test when required to do so in pursuance of these Rules he will render himself liable to disciplinary action unless he has had the prior consent of the Committee to the use of the drug in question.

(b) If both the first and second samples of urine are found on analysis to be positive in relation to a controlled drug or a drug prohibited by the IOC Medical Commission or if a member admits to the use of such drug or refuses without reasonable cause to undergo a urine test when required to do so pursuant to these Rules the Chairman for the time being of the Committee may at his sole discretion by a notice in writing to the member or his appointed representative forthwith suspend the member from all or any association tournaments pending the appointment and completion of any disciplinary proceedings which are to be heard as soon as practicable.

10. The relevant consent must be obtained in advance of any Tournament beginning. Applications for consent must be made, to the Medical Advisor for the time being of the Committee in the form set out in the appendix to these Rules. Any consent so granted may be subject to a time limit so that it cannot be assumed that one consent will apply for an entire season. Consent will be in the name of the Committee. In cases of emergency, e.g. illness after a tournament begins, any prescription must be notified to the Tournament Director who will in turn notify the Medical Advisor or his alternates. The provisions of the following paragraphs will apply equally to emergency applications.

11. Consent will only be granted on the basis of a proper medical indication and a Qualified Medical Practitioner's prescription confirmed as appropriate by an independent medical examination or opinion. The member applying for consent agrees that he will undergo an independent medical examination if this is required by the Medical Advisor to the Committee. A member asking for consent agrees that his General Practitioner or other medical advisor can reveal, if requested to do so, any confidential medical information relevant to the application for consent. A simple prescription provided by the Member's General Medical Practitioner will not suffice.

12. Members applying for consent agree that the consent given by the Medical Advisor to the Committee and the grounds for the granting of that consent will be made known to the other members of the Committee.

13. At such proceedings the penalties that maybe imposed include:-

(a) disqualification from the Tournament at which the positive finding was made with forfeiture of any title honours or awards won at that Tournament;

(b) the forfeiture by way of fine of any prize (whether in cash or kind) won at that Tournament;

(c) the forfeiture of any ranking or other points awarded as a result of his performance in that Tournament;

(d) an unlimited fine; and

(e) disqualification from up to six Ranking Tournaments and such other non-ranking tournaments as the Board may see fit.

(f) an order that the member pay the Associations cost of the investigation and of the disciplinary hearing.

14. Any member who commits a second breach of these Rules will render himself liable at any subsequent disciplinary proceedings in addition to any financial penalties set out in paragraph 13 to a life time ban from all tournaments promoted or sanctioned by the Association whether ranking or not, subject always to the discretion of the appropriate Tribunal.

15. In exercising any discretion under paragraphs 13, and 14 of these Rules the appropriate Tribunal shall have regard to the following matters:-

(a) The age, experience and previous general disciplinary record of the member.

(b) The nature of the prohibited drug found on analysis to be present.

(c) The circumstances in which the drug came to be present or taken without the appropriate consent.

16. Without prejudice to member rights under Rule 20 (a) of the Rules of Discipline in all cases brought in breach of these rules

Disciplinary Hearings will be conducted by an independent legally qualified chairman appointed by the Board sitting, if the Board so decides in a particular case, with not more than two Assessors who shall be Members of the Board or senior professional players who are also Members of the Association appointed by the Board for the purpose of the hearing. The Assessors shall act as advisors to the independent Chairman and the final decision shall be that of the Chairman alone. The Board will appoint legal representatives to present its case to the Tribunal and the Member is entitled to be legally represented.

17. Under its general powers the Board reserves the right to alter or amend these Rules to Members on the advice of the Committee.

Mr. David Forster,
49, Church Lane,
Dore,
Sheffield,
S17 3GT.

APPLICATION FOR PERMISSION TO USE

A PROHIBITED DRUG

I have been prescribed the drug [Atenolol] by my Doctor [Doctor's name and address] for the condition of [state condition]. I enclose a letter from my Doctor confirming this.

I apply to the Drug Control Advisory Committee of the World Professional Billiards and Snooker Association for consent to compete in Tournaments sanctioned by the Association whilst taking my prescription.

I understand and accept that in considering my application you may conduct or arrange an independent medical examination and make contact with my own Doctor. I have given permission for my Doctor to discuss with you my medical history and to provide such other information as you may request.

I accept that the grounds for any request for consent and the consent itself will be generally regarded as confidential but will be made known to all members of the Drugs Control Advisory Committee.

Yours faithfully,

Please note that normally seven days' notice of application is required.