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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 of

THE WORLD PROFESSIONAL BILLIARDS  
AND SNOOKER ASSOCIATION LIMITED

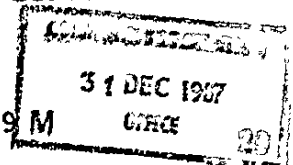
(Incorporated the 13th day of January 1982)

(As amended by Special Resolutions dated  
the 17th day of May 1982, the 30th day of  
January 1983, the 31st day of March 1983  
the 26th day of June 1983, the 30th day of  
October 1983, the 17th day of February  
1984 the 22nd day of July 1984, the 29th  
day of April 1985, the 2nd day of July  
1985 and the 29th November 1987)

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Office

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THE COMPANIES ACTS 1948 to 1980

and

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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-moneys 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 when 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 Government 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 the Regulation 2.9.

(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, 1948.

"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 Council of the Company for the time being as constituted in accordance with these Regulations and also includes any Committee or Commission thereof having power to act on their respective behalf in accordance with these Regulations.

"Professional Player" means a player of the game of snooker or billiards who satisfied 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 monies 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 Regulation 2.5. or 2.8.
- (c) He gives at least one months' 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 becomes at any time after 29th November 1987, one of the first thirty-two Members named in the Ranking List provided that he shall cease to be a Voting Member if he ceases to be amongst the first thirty-two 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 for any reason to be a Director of the Company.

3.4. No member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Company have been paid.

#### THE RANKING LIST

4.1. (A) In each year commencing in 1983 following the final of the World Professional Snooker Championship for that year, the Secretary shall compile the ranking list by totalling:-

(1) ranking points awarded in accordance with Regulation 4.1. (B) from players' results in the World Championship held in that year plus

(2) ranking points awarded in accordance with Regulation 4.1. (B) from players' results in at least two leading tournaments (as defined by Regulation 4.1. (C) ) held during the preceding twelve months plus

(3) the total number of ranking points previously awarded by the Secretary in accordance with these regulations in the preceding two years.

In the event of a tie of ranking points the player with the most merit points awarded in accordance with Clause 4.1. (E) shall take preference where the players concerned have had an equal opportunity to be awarded merit points, in other cases or if still level 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 World Professional Snooker Championship held in the preceding year shall take preference.

4.1. (B) 1. For the World Championship commencing in 1983 the Secretary shall award 10 points to the Winner; 8 points to the runner-up; 6 points to the losing semi-finalists; 4 points to the losing quarter-finalists; 2 points to the losing eight-finalists.

2. The Secretary shall award half the respective number of points in respect of the other leading tournaments taken into account.

4.1. (C) The leading tournaments shall be selected in each year by the majority vote of all 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 open to all its tournament members as defined by Regulation 2.9. subject to the payment of any entrance fee fixed by the Council.

4.1. (D) This regulation was deleted by special resolution. Special resolution passed on the 29th day of April 1985.

4.1. (E) Merit points shall be awarded by the Secretary from players' results in the qualifying rounds of the World Professional Snooker Championship and of the leading tournaments taken into account as aforesaid as follows:-

(1) for the World Professional Snooker Championship held in that year and the preceding two years one point for reaching the last 32 places in the Championship.

(2) for the other leading tournaments as aforesaid held in that year and the preceding two years commencing in 1982 half a point for reaching the last 32 places in that tournament.

Players exempted from qualifying for the last 32 places of a World Professional Snooker Championship or of a leading tournament as aforesaid shall not be entitled to receive merit points in respect of that championship or tournament.

4.1. (F) Commencing in 1986 and in subsequent years sub-regulation 4.1.(A)(3) and 4.1.(E)(2) shall be amended by the substitution of the words "immediately preceding year" for the words "preceding two years" in both sub-regulations and the Secretary following the World Championship in 1986 and in subsequent years shall compile the ranking list in accordance with Regulation 4.1(A) as so amended.

4.2.1 In 1986 following the final of the World Professional Snooker Championship for that year the Secretary shall compile the ranking list in accordance with this Regulation (and not in accordance with Regulation 4.1) by totalling:-

(a) Ranking points awarded in accordance with Regulation 4.4 in respect of the 1985/1986 season and ranking points awarded in accordance with Regulation 4.1 (B) in respect of the 1984/85 season.

Or where a player has no ranking points

(b) Merit points awarded in accordance with Regulation 4.5 in respect of the 1985/86 season and merit points

awarded in accordance with Regulation 4.1 (E) in respect of the 1984/85 season

Or where a player has no ranking or merit points

(c) 'A' points awarded in accordance with Regulation 4.6 in respect of the 1985/86 season

Or where a player has no points

(d) Frames won in accordance with Regulation 4.7 in respect of the 1985/86 season

4.2.2. The order of players in the ranking list prepared in 1986 shall be established in accordance with Regulation 4.3.2.

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

4.3.1. 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

4.3.2. (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 (and in 1986 in accordance with Regulation 4.1.(E) in respect of 1984/85) 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) in the 1985/86 season and in the following seasons 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 eight-finalists in the preceding round
- 1 point to each of the losing sixteen 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 in 1986 and in the following years 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 eight-finalists in the preceding round
- 1 point to each of the losing sixteen 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 in the 1985/86 season and in the following seasons 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 in the 1985/86 season and in the following seasons 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 the 1985/86 season and in the following seasons 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 selected in each year by the majority vote of all 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 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. The Company shall in each year within thirty days of the final of the World Professional Snooker Championship hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Subject thereto the Annual General Meeting shall be held at such time and place as the Council shall appoint and the agenda relating thereto shall be despatched to Members not later than three weeks prior to the date thereof.

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 the resolution.  
against

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 Council shall be constituted by the Directors of the Company. The maximum number of Directors shall be ten and the minimum number shall be five. The first Directors were the persons named elected as Directors in the Minutes of the meeting to promote the formation of the Company held at the Post House Hotel, Reading, on 25th October 1981. All members of the Company and any other person over the age of twenty-one years and under the age of seventy years shall be eligible for election as a Director of the Company but Professional Player Members shall constitute not less than two-thirds of the membership of the Council.

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 14 of the Companies Act 1980 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 Companies Acts 1948 to 1980 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 Companies Act 1948 to 1980 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 35 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 Sections 119 to 123 (both inclusive) 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 199 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 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 dependents 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 185 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 Section 188 of the Act or under Section 28 of the Companies Act 1976; 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 before March 31st in each year there shall have been left at the registered office of the Company notice in writing signed by any two members of the

Company proposing such person for election and also notice in writing signed by that person of his willingness to be elected. If an election is necessary the Secretary shall post or deliver a ballot paper in a form to be approved by the Council to all the voting members.

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 142 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.

NOTE: By Special Resolution passed 30th January 1983 in accordance with Regulation 3.2. it was resolved in accordance with Regulation 48 that the maximum number of Directors be increased from 9 to 10; and further resolved that normally in each year 3 Directors shall retire but that in 1983 and every third year 4 Directors shall retire.

#### PROCEEDINGS OF THE COUNCIL

2. 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 who at the time being absent from the United Kingdom.

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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 Section 12 of the Companies Act 1976. The

accounting records shall be kept at the registered office of the Company or, subject to Section 12 (6) and (7) of the Companies Act 1976, 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 Sections 150 and 157 of the Act as amended by Sections 16 to 22 inclusive of the Companies Act 1967 and in accordance with Sections 1, 6 and 7 of the Companies Act 1976 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 Section 161 of the Act, Sections 14 of the Companies Act 1967 and Sections 13 to 18 of the Companies Act 1976.

#### 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:-

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 488 of the Companies Act 1948 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 205 of the Companies Act 1948.

## 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.