

## Part 5

# The Hurlingham Polo Association Articles of Association (amendments shaded in grey)

### 1. INTERPRETATION

- 1.1 In these Articles the words standing in the first column below shall bear the meaning set opposite to them respectively in the second column, if not inconsistent with the subject or context:

"Act"	The Companies Act 1985 as amended by the Companies Act 1989;
"Affiliated Club or Association"	Any polo club or association that has been elected to be affiliated to the Company in accordance with Article 15;
"Articles"	These Articles of Association of the Company;
"Auditors"	The auditors for the time being appointed by the Company;
"Clear days"	In relation to a period of notice means the period excluding the day on which the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Company"	The above-named Company;
"General Meeting"	A meeting of the Members;
"In writing"	Written, printed or any other mode of representing or reproducing words in a visible form or partly one and partly another;
"Member"	A Member of the Company and "Membership" shall be construed accordingly;
"Month"	Calendar month;
"Office"	The registered office of the Company;
"United Kingdom"	Great Britain and Northern Ireland.

- 1.2 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 words importing persons shall include corporations.

- 1.3 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which the Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

### 2. MEMBERS

- 2.1 The Members shall be, subject to the provisions of Article 2.5:-

2.1.1 The Chairman and Vice-Chairman of the Company for the time being ex-officio;

2.1.2 A representative of the UK Armed Forces Polo Association;

2.1.3 A representative of each Affiliated Club or Association;

2.1.4 A representative of each of:-

- Cirencester Park Polo Club
- Cowdray Park Polo Club
- Guards Polo Club; and
- The Royal County of Berkshire Polo Club

2.1.5 Up to six persons elected by the Members at the Autumn Meeting (as defined below). Such persons shall not be representatives of the UK Armed Forces Polo Association or any of the Clubs listed in Article 2.1.4(a) to 2.1.4(d) above (inclusive);

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#### THE HURLINGHAM POLO ASSOCIATION

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Company registration number: 5049372, registered office as above

and

**2.1.6** Such other persons as the Members shall admit to Membership. This should include the individuals in the following roles if they are not a Steward:

- a. HPA Disciplinary Officer
- b. Pony Welfare Committee Chairman
- c. Any Chairman of any other HPA Standing Committee if they are not already a Steward
- d. The Chairman of The Pony Club Polo Committee

**2.1.7** Any person appointed by the Chairman under Article 8.9.

**2.2** Every Member shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.

**2.3** Members under Articles 2.1.2, 2.1.3, and 2.1.4 shall:-

**2.3.1** Be nominated by the relevant club or association and the nomination notified to the Office in writing no later than 1 October of each year;

**2.3.2** Be Members with effect from the Autumn Meeting following their nomination to the end of the next Autumn Meeting;

**2.3.3** Be members of the club or association which nominated them; and

**2.3.4** Be eligible to be nominated as a Member for a subsequent period or periods.

**2.4** Those elected or admitted as Members under Article 2.1.5 or 2.1.6 shall remain Members until the end of the Autumn Meeting following the Autumn Meeting at which they were elected or admitted and shall be eligible for re-election or readmission as the case may be.

**2.5** A person shall forthwith cease to be a Member (provided always that at least one Member remains on the Register of Members thereafter):

**2.5.1** If being admitted by the Members under Article 2.1.6, he is removed by notice in writing to the Company signed by a majority of the Members, or

**2.5.2** If being nominated under Article 2.1.2, 2.1.3 or 2.1.4 he shall cease to be the duly appointed representative or a member of the club or association which appointed him; or

**2.5.3** If by notice in writing to the Company he resigns his Membership, or

**2.5.4** If he becomes bankrupt or makes any arrangement or composition with his creditors generally, or the Member being a corporation, an order is made or resolution is passed for its winding up or administration or distribution or it has a receiver appointed over all or some part of its assets, or

**2.5.5** If he becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs.

**2.6** Playing members of affiliated or provisionally affiliated clubs and associations, occasional players who are not members of a club or association in the United Kingdom or Ireland, players in full time education in the United Kingdom or Ireland, persons who umpire or coach and members of overseas polo teams may be admitted by the Stewards as Associate Members of the Company subject to payment of a subscription fee and compliance with the regulations, rules and directives of the Company and, if applicable, of the clubs or association of which they are members.

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- 2.7 Associate Members shall not have the right to attend or vote at General Meetings and may be removed by resolution of the Stewards at any time.

### **3. GENERAL MEETINGS**

- 3.1 The Company shall hold a General Meeting in every calendar year in early December or at such other time (as near as possible to such period) and at such place as may be determined by the Chairman (the "Autumn Meeting").
- 3.2 The Company shall hold at least one General Meeting in addition to the Autumn Meeting in every calendar year in early May or at such other time (as near as possible to such period) and at such place as may be determined by the Chairman (the "Spring Meeting"), and shall specify the meeting as its Annual General Meeting in the notices calling it.
- 3.3 All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
- 3.4 The Stewards may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on the requisition of Members pursuant to the provisions of the Act.
- 3.5 At least twenty-one clear days' notice in writing of every General Meeting convened to pass a Special Resolution, and at least fourteen clear days' notice in writing of every other general Meeting, specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given to such persons including the Auditors (if any) as are under these Articles or under the Act entitled to receive such notices from the Company, but with the consent of (in the case of an Autumn Meeting) all Members and (in the case of any other General Meeting) Members having at least 95% of the voting rights at the General Meeting intended to be convened and in either case having the right to attend and vote thereat, a General Meeting may be convened by such notice as those Members may think fit.
- 3.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice thereof shall not invalidate any resolutions passed, or proceeding had, at that General Meeting.
- 3.7 The business to be transacted at the Spring Meeting shall include the following:-
- 3.7.1 Laying of the accounts for the previous year and estimates for the current year;
  - 3.7.2 Appointment of auditors for the ensuing year; and
  - 3.7.3 Consideration of reports by Stewards and standing committee chairmen.
- 3.8 The business to be transacted at the Autumn Meeting shall include the following:-
- 3.8.1 Election of the Chairman (if applicable) in accordance with Article 11;
  - 3.8.2 Election of the Vice-Chairman from the Stewards;
  - 3.8.3 Announcement of Members elected or nominated under Articles 2.1.2, 2.1.3, 2.1.4 or 2.1.5;
  - 3.8.4 Announcement of Stewards elected by the Members by postal ballot or electronic means in accordance with Article 8.1.4;
  - 3.8.5 Announcement of the Steward representing the UK Armed Forces Polo Association in accordance with Article 8.1.5;
  - 3.8.6 Election of standing committee chairmen;

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- 3.8.7** Admission of Members under Article 2.1.6;
- 3.8.8** Election of Affiliated Clubs and Associations; and
- 3.8.9** Consideration of reports by Stewards and standing committee chairmen.
- 3.9** If any Member wishes to add any item for discussion at the Spring Meeting or the Autumn Meeting, he or she shall send a written notice to reach the Chief Executive at least one Month before the date of the relevant Meeting so that it may be incorporated in the agenda for such Meeting.
- 3.10** The Membership may also be referred to as the Council and a General Meeting as a meeting of the Council.

#### **4. PROCEEDINGS AT GENERAL MEETINGS**

- 4.1** All business that is transacted at a General Meeting shall be deemed special, with the exception of the consideration of the accounts and the reports of the Stewards and of the auditors (if any), and the appointment of, and the fixing of the remuneration of, the auditors (if any).
- 4.2** No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided seven persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member shall be a quorum.
- 4.3** If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on 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 at such other place as the Chairman may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
- 4.4** The Chairman of the Company shall preside as chairman at every General Meeting at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting, or is unwilling to preside, the Members present shall choose some Member present to preside at that meeting.
- 4.5** 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
- 4.6** 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 upon the declaration of the result of the show of hands, demanded by the chairman, by at least two Members present in person or by proxy or by any Member or Members present in each case in person or by proxy or by its duly authorised representative, and representing not less than one tenth of the total voting

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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 been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book 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 that resolution. The demand for a poll may be withdrawn, before the poll is taken. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for a poll is made.

- 4.7** Subject to the provisions of Article 4.6, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 4.8** No poll shall be demanded on the election of a chairman of a meeting, or on any question of adjournment.
- 4.9** In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a second or casting vote.
- 4.10** The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

## **5. VOTES OF MEMBERS**

- 5.1** Subject as hereinafter provided, every Member shall have one vote provided that a Member who is a representative of an overseas Affiliated Club or Association shall only have the right to speak and vote on matters which only affect his club or association. Such matters do not, for the avoidance of doubt, include matters that affect clubs or associations in the United Kingdom or in Ireland nor the election or admission of persons as referred to in Article 3.8.
- 5.2** Save as herein expressly provided, no person other than a Member duly registered who has paid all moneys then due to the Company shall be entitled to vote on any question at any General Meeting.
- 5.3** Votes may be given on a poll either personally or by proxy.
- 5.4** The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing.
- 5.5** The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof may:
  - 5.5.1** In the case of an instrument in writing be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
  - 5.5.2** In the case of an appointment contained in an electronic communication where an address has been specified for the purpose of receiving electronic communications:
    - a. In the notice convening the meeting; or
    - b. In any instrument of proxy sent out by the Company in relation to the meeting,

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be received at such address not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. In this Article "address" in relation to electronic communications, includes any number or address used for the purpose of such communications.

- 5.6** No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
- 5.7** No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 5.8** A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 5.9** Any organisation which is a Member may by  
of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of such organisation as the organisation could exercise if it were an individual Member and such organisation shall for the purpose of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.
- 5.10** Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:  
I/We [                      ]'  
of, [                      ]  
a Member of The Hurlingham Polo Association  
hereby appoint [                      ]'  
of [                      ]'  
and failing him, [                      ]'  
of [                      ]'  
to vote for me and on my behalf at the  
Annual or Extraordinary, or adjourned,  
[as the case may be] General meeting of the  
Company to be held on the [                      ] day of [                      ]'  
and at every adjournment thereof.  
As witness my hand  
this [                      ] day of [                      ] 2016
- 5.11** The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 5.12** A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was

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present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in like form each executed by or on behalf of one or more Members.

- 5.13** Any person entitled to be present at a meeting of the Members may participate in a meeting of the Members by means of a conference telephone or other facility whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where it is convened to be held or (if no Member is present in that place) where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting is. The word "meeting" in these Articles shall be construed accordingly.

## **6. THE STEWARDS**

There shall be not less than 16 but (unless otherwise determined by Ordinary Resolution of the Company) not more than 20 persons appointed from time to time as provided subsequently in the Articles to be the Stewards of the Company.

## **7. POWERS OF THE STEWARDS**

- 7.1** The business of the Company shall be managed by the Stewards who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by the Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to:

**7.1.1** The provisions of the Articles;

**7.1.2** The provisions of the statutes for the time being in force and affecting the Company; and

**7.1.3** Such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting provided that no regulations made by the Company in General Meeting shall invalidate any prior act of the Stewards which would have been valid if such regulations had not been made.

- 7.2** The powers and duties of the Stewards shall include (without limitation) the following:-

**7.2.1** To supervise the conduct of polo games generally;

**7.2.2** To add to, amend, suspend or revoke the regulations and rules issued by the Company governing the conduct of polo in the United Kingdom or Ireland whether by issuing directives, which will have immediate effect or otherwise;

**7.2.3** To receive complaints from Affiliated Clubs or Associations, or umpires.

**7.2.4** To set up and carry out when required disciplinary proceedings in accordance with the regulations issued by the Company from time to time;

**7.2.5** To impose penalties for misconduct found as a result of such procedure;

**7.2.6** To censure and penalise any person or organisation in connection with conduct which in the opinion of the Stewards is prejudicial to the interest and good order of the Company or the game of polo whether such conduct be that of an Affiliated Club or Association through its officers, members or otherwise, or of a Member or any other person or persons;

**7.2.7** To facilitate the resolution of disputes between Affiliated Clubs and Associations

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and/or Associate Members when the Stewards consider it appropriate to do so. In relation to Fixtures see Regulation 2.2.

**7.2.8** To keep an official record of all decisions arrived at and any action taken;

**7.2.9** To do all such other lawful things as may seem to the Stewards to be conducive or for the purpose of more efficient conduct of polo;

**7.2.10** To make recommendations to the Members on any matter affecting polo in the United Kingdom and Ireland.

**7.3** The Stewards for the time being may act notwithstanding any vacancy in their number but, if the number of Stewards is less than the number fixed as the quorum the continuing Stewards or Steward may act only for the purpose of filling vacancies or of calling a General Meeting.

**7.4** In addition and without prejudice to any other powers hereby or by law conferred on the Stewards, the Stewards may from time to time and for such period and to such extent and generally on such terms as the Stewards shall think fit delegate to any Steward or Stewards and/or any employee of the Company employed in or in connection with the management, administration, organisation and conduct of the affairs of the Company any powers and duties of the Stewards as may be reasonable.

**7.5** The Stewards may appoint as the investment manager for the Company a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is an authorised or an exempt person within the meaning of the Financial Services and Markets Act 2000 otherwise than exempted by virtue of paragraphs 44 and 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001. The Stewards may delegate to an investment manager so appointed power at his discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Stewards from time to time.

Provided that where the Stewards make any such delegation they shall:

**7.5.1** Inform the investment manager in writing of the extent of the Company's investment powers and the terms of the delegation;

**7.5.2** Lay down a detailed investment policy for the Company and immediately inform the investment manager in writing of it and of any changes to it;

**7.5.3** Ensure that they are kept informed of, and review on a regular basis, the performance of their investment portfolio managed by the investment manager and on the exercise by him of his delegated authority;

**7.5.4** Take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority; and

**7.5.6** Pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Stewards shall decide provided that such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the Stewards.

**7.6** The Stewards may:

**7.6.1** Make such arrangements as they think fit for any investments of the Company or income from those investments to be held by a corporate body as the Company's

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nominee; and

**7.3.3** Pay reasonable and proper remuneration to any corporate body acting as the Company's nominee in pursuance of this clause.

**7.7** Each Steward may be repaid out of the funds of the Company such reasonable out-of-pocket expenses as the Stewards shall from time to time determine in respect of his attendance at meetings of the Stewards or on behalf of the affairs of the Company but save as otherwise provided in the Articles and in clause 5 of the Memorandum no Member nor any Steward shall receive any remuneration from the Company.

## **8. APPOINTMENT AND RETIREMENT OF STEWARDS**

**8.1** The Stewards of the Company shall be:-

**8.1.1** The Chairman (ex-officio);

**8.1.2** The immediate past Chairman (ex-officio) (subject to Article 8.2);

**8.1.3** A Member representing:-

- a. Cirencester Park Polo Club;
- b. Cowdray Park Polo Club;
- c. Guards Polo Club; and
- d. The Royal County of Berkshire Polo Club;

**8.1.4** Six further Members elected by the Members by postal ballot or electronic means prior to the Autumn Meeting from amongst the Members nominated by any Affiliated Club other than any club based outside the United Kingdom and the Republic of Ireland provided that no one Affiliated Club shall have more than one Member so elected under this Article 8.1.4 nor shall any Member so elected be from an Affiliated Club referred to in article 8.1.3 above;

**8.1.5** A Member representing the UK Armed Forces Polo Association provided that if such person is posted abroad, he shall be replaced by another representative of the UK Armed Forces Polo Association who shall hold office until the end of the term for which such Member was appointed;

**8.1.6** Any person appointed by the Chairman under Article 8.9.

**8.2** The immediate past Chairman shall remain in office for a period of four years commencing on the day immediately following the date when his office of Chairman terminates unless two thirds of the Stewards in office at any time during such period or when his office of Chairman terminates resolve that he should not continue as a Steward.

**8.3** The Stewards elected pursuant to Article 8.1.4 shall remain in office for a period not exceeding three years. One-third of such Stewards or, if their number is not three or a multiple of three, the number nearest to one third shall retire from office at the Autumn Meeting each year. Subject to the provisions of the Act, the Stewards to retire by rotation shall be those who have been longest in office since their last election or re-election, but as between persons who became or were last reappointed Stewards on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The Secretary shall keep records of retirement dates for each such Steward.

**8.4** A Member may not be nominated under Article 8.1.4 if he is not a member of the Affiliated Club nominating him.

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- 8.5** No person may be appointed or elected as a Steward:
- 8.5.1** Unless he has attained the age of 18 years; or
  - 8.5.2** In circumstances such that, had he already been a Steward, he would have been disqualified from acting under the provisions of Article 9; or
  - 8.5.3** Unless he is, in the view of the majority of the Stewards then in office, of independent views with the good of British polo as a whole as his main object; or
  - 8.5.4** Unless he is a player or a former player, provided that the majority of the Stewards may agree to the eligibility of a person who is not a player or a former player in exceptional circumstances.
- 8.6** Not less than 60 clear days prior to the Autumn Meeting, written notice shall be given to all Members of any person who is eligible for election as a Steward, or eligible and willing to be re-elected, under Article 8.1.4 with effect from that Autumn Meeting and the number of vacancies. The notice shall give the particulars of that person which would, if he or she were so appointed or re-appointed, be required to be included in the Company's Register of Stewards.
- 8.7** Each Member shall be entitled to vote by notifying the Company in writing not less than 30 clear days before the Autumn Meeting of the names of up to the same number of Members as there are vacancies (such Members to belong to different Affiliated Clubs and elected from the list circulated to the Members in accordance with Article 8.6) for whom that Member is casting his vote for election as Steward with effect from that Autumn Meeting.
- 8.8** The Members elected to fill the vacancies under Article 8.1.4 shall be those who have received the highest number of votes provided that if amongst those Members there are two or more members of the same Affiliated Club, the member with the highest number of votes only shall be elected.
- 8.9** The Chairman may appoint a person who is willing to act to be a Steward either to fill a vacancy or as an additional Steward provided that the appointment does not cause the number of Stewards to exceed any number fixed by or in accordance with the Articles as the maximum number of Stewards. A Steward so appointed shall hold office until the conclusion of the next following Autumn Meeting or, if the Chairman so directs, until such time as the person whose vacancy the Steward fills would have retired in the normal course.
- 9. DISQUALIFICATION OF STEWARDS**
- 9.1** The office of Steward shall be vacated:
- 9.1.1** If by notice in writing to the Company he resigns as a Steward (but only if at least two Stewards remain in office when the notice of resignation is to take effect), or
  - 9.1.2** if he is removed by notice in writing to the Company signed by a majority of the Members, or
  - 9.1.3** If he ceases to hold office by reason of any order made under the Company Directors Disqualification Act 1986, or
  - 9.1.4** If he is removed from office by a resolution duly passed pursuant to S.303 of the Act, or

- 9.1.5 If he is absent from three consecutive meetings of the Stewards without the consent of the Chairman, or
- 9.1.6 If he becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs, or
- 9.1.7 If he is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Company.

## **10. PROCEEDINGS OF THE STEWARDS**

- 10.1 The Stewards may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, five Stewards shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In cases of equality of votes the chairman of the meeting shall have a second or casting vote.
- 10.2 The Chairman or three Stewards may, and on the request of the Chairman or such three Stewards in writing, the Chief Executive shall, at any time, summon a meeting of the Stewards by notice served upon all Stewards.
- 10.3 A meeting of the Stewards at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Stewards generally.
- 10.4 The Stewards may delegate any of their powers to committees consisting of such Steward or Stewards and others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Stewards. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Stewards so far as applicable and so far as the same shall not be superseded by any regulations made by the Stewards.
- 10.5 All acts bona fide done by any meeting of the Stewards or of any committee of the Stewards, or by any person acting as a committee member, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Steward or member of the committee as the case may be.
- 10.6 The Stewards shall cause proper minutes to be made of all appointments of officers made by the Stewards and of the proceedings of all meetings of the Company and of the Stewards and of committees of the Stewards, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 10.7 A resolution in writing signed by all the Stewards or by all the members for the time being of any committee of the Stewards who are entitled to receive notice of a meeting of the Stewards or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Stewards or of such committee duly convened and constituted. Any such written instrument may be in several parts each signed by one or more Stewards or

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members of the committee as the case may be. Digital signatures and faxed signatures will suffice for the purposes of this Article.

**10.8** Any bank account in which any part of the assets of the Company is deposited shall be operated by or with the authority of the Stewards and shall indicate the name of the Company.

**10.9** Any Steward, a person entitled to be present at a meeting of the Stewards or member of a committee of the Stewards may participate in a meeting of the Stewards or such committee by means of a conference telephone or other facility whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where it is convened to be held or (if no participant in the meeting is present in that place) where the largest group of those participating is assembled, or if there is no such group, where the Chairman of the meeting is. The word "meeting" in these Articles shall be construed accordingly.

## **11. CHAIRMAN**

**11.1** The Chairman of the Company shall be elected from the Stewards by the Members at the Autumn Meeting, subject to Article 11.2, for a period of four years and upon expiry of such four year period he shall not be eligible for re-election until at least one year has elapsed since the termination of his previous term in office.

**11.2** The Stewards may by a two third majority vote resolve that the Chairman shall be replaced before expiry of the four years' term for which he was elected, in which case they shall notify the Members of such decision and recommend who should be elected Chairman in his place by the Members at the next Autumn Meeting.

**11.3** The Chairman shall preside as chairman at all meetings of the Stewards at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, the Stewards present shall choose one of their number to preside at that meeting.

## **12. VICE CHAIRMAN**

The Vice Chairman of the Company shall be elected from the Stewards by the Members at the Autumn Meeting and shall hold office until the end of the next following Autumn Meeting and shall be eligible for re-election.

## **13. CHIEF EXECUTIVE**

The Chief Executive shall be appointed by the Stewards for such time, at such remuneration and upon such conditions as they may think fit, and may be removed by the Stewards.

## **14. CHIEF UMPIRE**

The Chief Umpire shall be appointed by the Stewards for such time, at such remuneration and upon such conditions as they may think fit and may be removed by the Stewards.

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## **15. AFFILIATED CLUBS AND ASSOCIATIONS**

- 15.1** Any polo club or association (whether based in the United Kingdom or overseas) may apply to have a representative appointed as Member by sending a written application to the Company.
- 15.2** The Stewards will consider the applications received from such polo clubs and associations and will decide whether each such club or association shall be provisionally affiliated to the Company and if so for how long. A provisionally affiliated club or association shall not have the right to appoint a Member nor shall it be eligible for a grant from the Company.
- 15.3** On an annual basis, the Stewards will consider all provisionally affiliated clubs and associations and recommend to the Members which of such clubs and associations should be elected an Affiliated Club or Association at the following Autumn Meeting.
- 15.4** At each Autumn Meeting, the Members shall consider the provisionally affiliated clubs and associations that have been recommended for election by the Stewards and shall elect from such clubs and associations those which should become Affiliated Clubs and Associations.
- 15.5** Any provisionally affiliated club or association that has not been recommended by the Stewards for election at an Autumn Meeting for a period of four years from the date of its affiliation may appeal to the Members.
- 15.6** All provisionally affiliated clubs and associations and Affiliated Clubs and Associations shall pay an annual subscription fee of such amount(s) as the Members shall from time to time decide and comply with all rules and regulations and directives of the Company.

## **16. ACCOUNTS**

- 16.1** The Stewards shall cause proper books of account to be kept to enable accounts to be prepared which comply with the relevant provisions of the Act. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.
- 16.2** The books of account shall be kept at the Office, or, subject to Section 222 of the Act, at such other place or places as the Stewards shall think fit and shall always be open to the inspection of the Stewards or any Steward.
- 16.3** At the Spring Meeting in every year the Stewards shall lay before the Company accounts including an income and expenditure account for the period since the last preceding account (or in the case of the first accounts since the incorporation of the Company) made up to a date not more than twelve months before such meeting, together with a balance sheet made up as at the same date. Such accounts shall be accompanied by reports of the Stewards and (where appointed) the Auditors (if any). Copies of such accounts and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attaching thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of Section 240 of the Act, be sent to the Auditors (if any) and to all other persons entitled to receive notices

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of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report or the reporting accountants report (if any) shall be open to inspection and be laid before the meeting as required by Section 241 of the Act.

## **17. AUDIT**

- 17.1** Once at least in every year the accounts of the Company shall be examined and reported upon either by the Auditors or if no Auditors be appointed, by a reporting accountant if so required by the Act. The Auditors' or reporting accountants (if any) remuneration shall be determined by the Stewards.
- 17.2** The Auditors (if any) shall be one or more properly qualified auditor(s) not being members of the Stewards and their duties shall be regulated in accordance with the Act.

## **18. NOTICES**

- 18.1** Any notice to be sent to or by any person pursuant to these Articles including a notice calling a meeting of the Stewards shall be in writing and may be delivered or sent by post or using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article "address" in relation to electronic communications, includes any number or address used for the purpose of such communications.
- 18.2** Save as otherwise provided by the Act, only those Members who are described in the register of Members by an address within the United Kingdom shall be entitled to receive notices from the Company. Provided that any Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address.
- 18.3** Any notice, if served by post, shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document contained in an electronic communication shall be deemed sent on the day following that on which the electronic communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or email address.

## **19. LIABILITY AND INDEMNITY**

- 19.1** In the management of the affairs of the Company no Steward shall be liable for any loss of the property of the Company arising by reason of an improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Steward in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Steward or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Steward who is sought to be made liable.

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liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs charges losses expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

## 20. RULES AND REGULATIONS

The Stewards may from time to time make such rules or regulations as they may deem necessary or expedient or convenient for the proper conduct and management of the Company, the regulation of classes of and conditions of membership or in the interests of polo. The Company in General Meeting shall have power to alter, add to or repeal any such rules or regulation and the Stewards shall adopt such means as it thinks sufficient to bring to the notice of Members all such rules or regulations, which shall be binding on all Members. Provided that no rule or regulation shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

## 21. ALTERATIONS

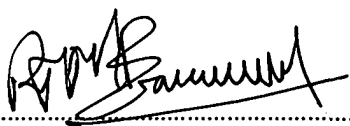
No alterations shall be made to the Articles except by a resolution put to a General Meeting of the Company by the Stewards (a simple majority of whom at a duly convened Stewards meeting shall decide to put such resolution to a General Meeting) and passed at such General Meeting (of which at least twenty-one days notice has been given) by three quarters of those present and voting at such General meeting provided that no alteration shall be made which shall have the effect of the Company ceasing to be a charity.

## 22. DISSOLUTION

Clauses 6, 7 and 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in the Articles.


I, Timothy Randall Brown, as a Director of the Company, confirm that the these are the final article of associations as approved and adopted at the Autumn General Meeting of the Company on 13<sup>th</sup> December 2023.

Signed:



Director  
(for and on behalf of The Hurlingham Polo Association)

Print Name:

  
Timothy Randall Brown  
RANDAL TIMOTHY MARTIN BROWN

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