

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

-of-

B&CGC LAND LIMITED

Company Number 10907426

(the 'Company')

Circulation Date: 27th March 2018

SATURDAY



A28 *A72WZREW* 31/03/2018 #290
COMPANIES HOUSE

PURSUANT to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution:

Special Resolution

"THAT the articles of association of the Company be amended by deleting the existing articles and substituting therefor and to the exclusion thereof new articles of association in the form set out in the document annexed hereto."

The undersigned, being the sole member of the Company eligible to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the resolution.

Signed:  Jonathan Robert Shorrock

Date: 27th March 2018

NOTES:

1. If you agree to the resolution, please sign and date this document to confirm your agreement and then return it to the Company using one of the following methods:
 - **By Hand:** delivering the signed copy to Jonathan Shorrock at the office of the Company's solicitors as set out below
 - **By E-Mail:** by sending a scanned copy to js@kbl.co.uk
 - **Post:** returning the signed copy by post to Jonathan Shorrock at the office address stated below
2. If you do not agree to the resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the resolution, you may not revoke your agreement.
4. The resolution set out above will lapse if the required majority of eligible members have not signified their agreement to them within 28 days of the Circulation Date. If you agree to the resolution please ensure that your agreement reaches the Company's director before that date.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Jonathan Shorrock, KBL Solicitors LLP, 28 Mawdsley Street, Bolton, BL1 1LF

THE COMPANIES ACT 2006

ARTICLES FOR A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

B&CGC LAND LIMITED

COMPANY NUMBER 10907426

Name

1. The company's name is B&CGC LAND LIMITED
(and in this document, it is called the "Company")

Definitions

2. In these Articles:

- | | |
|---------------------------------------|--|
| "the Act" | means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force |
| "the Articles" | means the Company's Articles of Association |
| "Bristol & Clifton Golf Club" | means the unincorporated association which runs a golf club in Failand, Bristol |
| "Bristol & Clifton Golf Club Limited" | means a company limited by guarantee, company number of 10907302, which owns and manages the golf club of that name. |
| "The Failand Land Co. Limited" | means a company with a share capital, company number of 00388255, which owns the Company Premises. The company's share capital is owned by the Company. |
| "Company Premises" | means the freehold title of the golf course at Failand, Bristol, together with the practice areas, the clubhouse, the professional shop, the driving range, the ground staff compound, the car parks and any other buildings registered under Land Registry title numbers AV172979 and AV103848. |
| "Additional Land" | means the freehold land registered under Land Registry number ST150663 owned by the Company adjoining the Company Premises in Failand, Bristol. |
| "Freehold Estate" | means the combined freehold land comprising the Company Premises, the Additional Land and any other land acquired by the Company, The Failand Land Co. Limited or the Leasehold Company. |
| "Leasehold Company" | means Bristol & Clifton Golf Club Limited or another company or golf club to which The Failand Land Co. Limited has granted a lease over the Company Premises and the Company has granted a lease over the Additional Land. |
| "Member" | means the persons admitted to Membership of the Company who will have full voting rights. |
| "the Board" | means the elected Directors of the Company |
| "the Directors" | means the Directors of the Company being a maximum of 5 and a minimum of 3 in number. |
- (a) Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification not yet in force when these Articles become binding on the Company.
 - (b) The masculine includes the feminine and, where appropriate, the singular includes the plural.
 - (c) The headings in these Articles do not form a part of them or in any manner affect their interpretation or construction.

Liability of Members

3. The liability of the Members is limited.
4. Every Member of the Company undertakes that if the Company is dissolved while they are a Member or within twelve months after they cease to be a Member, to contribute such sum (not exceeding £10) as may be demanded of them towards the payment of the debts and liabilities of the Company incurred before they ceased to be a Member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.
5. All income and property of the Company howsoever derived shall be applied solely towards the promotion of the objects of the Company as stated below ("the Objects") 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 any Member of the Company and no Director of the Company shall be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except for reimbursement of reasonable out of pocket expenses incurred whilst undertaking their duties on behalf of the Company. This does not prevent a Member who is not also a Director receiving reasonable and proper remuneration for any goods or services supplied to the Company.

The Objects

6. The Company's Objects are restricted to the ownership of the Additional Land, The Failand Land Co. Limited and any further freehold land or property acquired in the future. The Company will lease the Additional Land together with any further land acquired in the future and The Failand Land Co. Limited will lease the Company Premises to Bristol & Clifton Golf Club Limited or to another company, or golf club for their use.

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

- (a) To acquire the freehold title to the Additional Land by transfer from the owners acting in their capacity as trustees of Bristol & Clifton Golf Club and to grant a lease over the Additional Land to Bristol & Clifton Golf Club Limited or another company or golf club for use in accordance with their Articles of Association or Club Rules.
- (b) To acquire all the issued share capital of The Failand Land Co. Limited by the transfer of the company's shares from the shareholders acting in their capacity as trustees of the Members of Bristol & Clifton Golf Club and for The Failand Land Co. Limited to grant a lease over the Company Premises to Bristol & Clifton Golf Club Limited or another company or golf club for use in accordance with their Articles of Association or Club Rules.
- (c) To purchase further land which may then be leased in accordance with (a) above and to sell or dispose of all or any part of the Freehold Estate.
- (d) To appoint the Directors of The Failand Land Co. Limited.
- (e) To borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may from time to time be determined. For the avoidance of doubt borrowings shall mean bank overdrafts and loans, loans from Members, other loans, Hire Purchase, Lease Purchase, Lease Hire or other financial commitments.
- (f) To provide security, either directly or by The Failand Land Co. Limited, in whatever form is required, in support of any borrowing arrangement made by the Leasehold Company, which is authorised in accordance with that company's Articles of Association and which includes a specific request for the security to be given and the terms relating to such charging of the Company's assets. The security may include inter-company guarantees, fixed and floating charges, debentures, a fixed charge over a specific asset or any combination of these.
- (g) To invest and deal with the monies of the Company not immediately required upon such investments, securities or property and in such manner as may from time to time be determined;
- (h) To do all such other lawful things as are incidental or conducive to the attainment of any of the above Objects; and to do all such things as the Directors consider to be in the best interests of the Company.

Application for Membership

7. A Member of the Company may only be an individual and not a body corporate or a partnership. Membership will be open to and automatic for all voting Members of the Leasehold Company. Upon becoming a voting Member of the Leasehold Company, the Member will become ipso facto a Member of the Company.
8. The application form for membership of the Leasehold Company shall contain an undertaking that if accepted for membership the new Member will comply fully with the Company's Articles of Association.

Membership rights

9. The rights of the Member are personal, not transferable and cease upon death.
10. The rights and privileges of Membership include the right to speak and vote at General Meetings; to nominate Members for or to serve on the Board and to hold office.

Members Correspondence and Email addresses

11. On being admitted as a Member they shall notify the company secretary of their address for correspondence and their email address. During their Membership, they shall notify the secretary of any change in either address. Such addresses shall be inserted in the Register of Members and all notices under these Articles sent to either address shall be deemed to be validly served and delivered (save where a Member notifies the secretary in writing that he requires such notices to be served by post).

Resignation and Cessation of Membership

12. Any Member wishing to resign their Membership of the Company must give notice in writing of their intention to do so, addressed to the company secretary, and deposited at the registered office of the Company. No Member will have the right to resign from the Company without also resigning from the Leasehold Company. A Member who ceases for whatever reason to be a Member of the Leasehold Company shall upon such cessation cease automatically to be a Member of the Company.
13. Any Member of the Company who resigns, or otherwise ceases to be a Member of the Company whether by death or any other reason, shall, in default of an actual notice of resignation of their Membership of the Company served in accordance with Article 12 above, be automatically deemed to have served a notice resigning their Membership of the Company one calendar month from the date that they ceased to be a Member of the Company.
14. Any Member of the Company who ceases to be a Member for whatever reason forfeits all rights to or claim upon the Company, its property or funds, or any return of fees or subscriptions paid and remains liable for any fees or charges due as at the date of cessation including, for the avoidance of doubt, the undertaking to contribute the sum (not exceeding £10) set out at Articles 4. On termination, the Member's name shall then be removed from the list of registered Members.

Annual General Meeting

15. The Company shall hold a General Meeting normally in November of each year as its Annual General Meeting in addition to any other meetings in that year, and must specify the meeting as the Annual General Meeting in the notices convening it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company hold its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

Extraordinary General Meetings/General Meetings

16. All General Meetings other than Annual General Meetings shall be called an Extraordinary General Meeting.
17. The Directors may, whenever they think fit, convene an Extraordinary General Meeting.
18. Members of the Company may require the Directors to convene an Extraordinary General Meeting. The Directors must call an Extraordinary General Meeting once the Company has received a requisition to do so from thirty Members having at the date of deposit of the request a right to vote at General Meetings.

19. A requisition made by Members:
- (a) must state the general nature of the business to be dealt with at the meeting, and
 - (b) may include the text of a resolution that may properly be moved and is intended to be moved at the meeting.
- A resolution may properly be moved at a meeting unless: it would, if passed, be ineffective, it is defamatory, or it is frivolous or vexatious.
20. A requisition may be made in hard copy or electronic form and must be authenticated by the person or persons making it.
21. If the Directors are required to hold a meeting pursuant to a requisition by Members, they shall call such meeting within 21 days from the date on which they become subject to the requirement. If the requisition identified a resolution intended to be moved at the meeting, notice of the meeting shall include notice of the resolution. The meeting shall be held on a date not more than 28 days after the date of the notice convening the meeting.
22. If the Directors are required to call a meeting but fail to do so in accordance with the above provisions, the Members who requisitioned the meeting, or any of them representing more than 50% of the total voting rights of all of them, may themselves call a General Meeting. If the requisition identified a resolution intended to be moved at the meeting, notice of the meeting shall include notice of the resolution. The meeting shall be called for a date not more than three months after the date on which the Directors became subject to the requirement to call a meeting.

Notice of General Meetings

23. An Extraordinary General Meeting called for the passing of a special resolution or an Annual General Meeting shall be subject to at least 21 days' notice. Any meeting may be called by shorter notice than that otherwise required if shorter notice is agreed by Members who represent not less than 90% of the total voting rights of all the Members. Any period of notice is exclusive of the day on which the notice is given and the day of the meeting.
24. Notice shall be given to every Member and every Director of the company, and shall state:
- (a) the time and date of the meeting;
 - (b) the place of the meeting; and
 - (c) the general nature of the business to be dealt with at the meeting and details of any resolutions to be put before the meeting.
25. Notice shall be given in hard copy form or in electronic form.
26. Accidental omission to give notice of any meeting to any one or more persons does not of itself invalidate the proceedings at that meeting.

Special Business

27. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that which is transacted at an Annual General Meeting, apart from the consideration of the accounts, balance sheets and the reports of the Directors and auditors, the election and re-election of the Directors in place of those retiring and the appointing, and the fixing of the remuneration of the auditors.

Quorum

28. No business may be conducted at any General Meeting unless a quorum of the Company is present. Save as otherwise provided in these Articles, thirty Members of the Company present in person or by proxy and entitled to vote is a quorum. If within half an hour from the time appointed for the meeting a quorum of Members is not present or if, during the holding of a meeting, such a quorum ceases to be present:
- (a) if the meeting was called pursuant to a request by Members, it shall immediately be dissolved; and

- (b) in any other case, the meeting shall be adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors may determine. If, at the adjourned meeting, a quorum of Members is not present within half an hour of the time appointed for the adjourned meeting, the Members present shall form a quorum.

Chairman of General Meetings

- 29. The Chairman elected by the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there is no such Chairman, he is unwilling to act, or he is not present within 5 minutes after the time appointed for the holding of the meeting, the Directors present shall elect one of their number to be Chairman of the meeting. If at any meeting no Director is willing to act as Chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall, by simple majority, elect one of their number to be Chairman of the meeting.

Proposing and passing of resolutions

- 30. A resolution to be put to a General Meeting may be proposed by the Board or company Members. A Members' resolution must be signed by two Members entitled to vote at a General Meeting and must be delivered to the company secretary 28 days before the date of the meeting for it to be included within the meeting agenda.
- 31. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands. A declaration by the Chairman that a resolution has or has not been passed, or passes with a majority, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in recorded minutes of the meeting shall also be conclusive evidence of that fact without such proof. A declaration or entry shall not be conclusive evidence if a poll is demanded in respect of the resolution, and the demand is not subsequently withdrawn.
- 32. A poll may be demanded by:
 - (a) the Chairman;
 - (b) at least 2 Members having the right to vote at the meeting
- 33. The demand for a poll may be withdrawn.
- 34. If a poll is demanded and not withdrawn:
 - (a) it shall be taken in such manner as the Chairman directs and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded. No Member of the Company shall be entitled to a second or casting vote where there is an equality of votes; and
 - (b) if demanded by the Chairman, or on the question of adjournment, the poll shall be taken forthwith. A poll demanded on any other question shall be taken when the Chairman of the meeting directs and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 35. Any resolution involving the following
 - (a) amendments to the Articles of Association,
 - (b) a proposal to borrow a sum which would increase the Company's total borrowing to a figure representing more than 10% of the Leasehold Company's previous year's total subscriptions,
 - (c) a proposal for the disposal of land representing no more than 10% in area of the Freehold Estate,
 - (d) a proposal to issue security over the Company's land assets or the land assets of The Failand Land Co. Limited,will all require a majority of 66% of those entitled to vote and attending the meeting or voting by proxy.
- 36. Any resolution involving the following –
 - (a) a proposal for the disposal of land representing more than 10% in area of the Freehold Estate,

- Will all require a majority of 75% of all Members entitled to vote at a General Meeting either by voting at the meeting or by proxy. For the avoidance of doubt the majority required is 75% of all Members entitled to vote irrespective of whether they attend the meeting or not.

Voting rights

Proxies

“[I/We], [name] of [address] being [a voting Member/voting Members] of the above-named company hereby appoint [name] of [address] or failing [him/her] [name] or [address] as [my/our] proxy to vote in [my/our] name[s] and on [my/our] behalf at the General Meeting of the Company to be held on [date and time] and at any adjournment.

Signature(s) of appointor Member(s)"

- (a) in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;
- (b) in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll;
- (c) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded.

Last amended 3 March 2018

shall be received by the Company AND/OR the appointee prior to the exercise of the proxy at the meeting or the adjourned meeting.

Directors

44. Directors will either be elected at a General Meeting or appointed by the Board in accordance with Article 46.
45. The maximum number of Directors is 5 and the minimum number of Directors is 3. This maximum and minimum may be changed by a resolution of the Company in General Meeting. A Director must be a Member of the Company.
46. Save where the number of Directors falls below 3, the Directors 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 exceed the number fixed in accordance with Article 45. Any Director so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election. The period of such appointment shall not count in the calculation of the time periods detailed in Article 47.
47. No Director may serve for longer than 3 years without resigning from office and offering themselves for re-election. However, they may not serve for longer than 12 years continuously as a Director at which time they must resign as a Director and they will not be eligible for election as a Director again until a period of one year has elapsed. Any exception to the terms of this Article must be the subject of a resolution at a General Meeting.
48. The Directors will elect a Chairman at a meeting of the Board normally held immediately after the completion of the Annual General Meeting. The elected Chairman will hold the post unless and until another Director is elected in their place, or until the completion of the next Annual General Meeting or they shall cease to be a Director
49. The Board shall meet at least annually or more frequently, if deemed necessary. At a meeting of Directors, **3** Directors are a quorum.
50. If there are fewer than the stated minimum number of Directors, those Directors or a sole Director in office shall not have the power to transact business PROVIDED THAT they shall be entitled to and shall forthwith call a General Meeting for the purpose of appointing further Directors.
51. A Director shall not vote nor be counted as a Member of the quorum at any Directors' meeting held in respect of any contract in which he is interested and if he shall purport to vote his vote shall not be counted and if the meeting is thereby inquorate any resolution concerning that contract is and shall be void.
52. For the period prior to the Company's first General Meeting with a resolution which concerns or affects the election of Directors, the Directors of the Company shall be those Directors of the Company as at or after the date of incorporation of the Company who consent to accept appointment as Directors of the Company.

Remuneration

53. No Director of the Company shall be appointed to any salaried office and no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Director except a Director is entitled to be reimbursed from the property of the Company for payment of out-of-pocket expenses properly and reasonably incurred by him or her solely in connection with the Director's duties as Director when acting on behalf of the Company, PROVIDED THAT nothing in these Articles shall prohibit payment by the Company of any sum or salary to the Secretary for clerical or other assistance.

Age-limits

54. A Member may not be appointed Director of the Company unless he has attained the age of **23** years. There is no maximum age limit for Directors.

Retirement of Directors

55. At every Annual General Meeting of the Company at least one third of the Directors for the time being must retire from office so that no Director shall remain in office as a Director after the third Annual General Meeting from their election without retiring and putting themselves forward for re-election.

56. The Directors to retire in each Annual General Meeting 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. Retiring Directors are eligible for re-election. The Company may from time to time by ordinary resolution determine in what rotation the Directors are to retire from office.

Removal of Directors

57. The Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.
58. The office of Director is further vacated automatically if:
- (a) they hold any office of profit within the Company;
 - (b) they are directly or indirectly interested in any contract with the Company and fail to declare the nature and/or existence of their interest in the manner required by s.182 of the Act;
 - (c) their Membership of Bristol & Clifton Golf Club Limited or other Leasehold Company is terminated for any reason.
 - (d) they absent themselves from meetings of the Directors for a continuous period of 18 months without special leave of absence from the Directors acting and duly recorded at a Directors meeting held during that period of 18 months;
 - (e) they are disqualified from acting as a Director by operation of law or order of the court;
 - (f) they are declared bankrupt or are subject to similar insolvency procedures, or
 - (g) they give the Directors one calendar months' notice in writing that they resign their office.

Election of Directors

59. No person shall be eligible for election as Director at any Annual General Meeting unless not less than 28 days nor more than 42 days before the date appointed for the meeting there shall have been left at the registered office of the Company:
- (a) a notice in writing signed by two Members duly qualified to attend and vote at that meeting stating the Members' intention to propose such person for election as Director; and
 - (b) a notice in writing signed by the proposed Director stating their willingness to be elected.
60. In the event of there being more candidates or nominations than there are vacancies on the Board of Directors, subject to the maximum number of Directors as set out in Article 45, the election shall be by ballot at the Annual General Meeting. If there should be an equality of votes, the Chairman shall decide by lot which of the candidates so receiving an equal number of votes shall be elected.
61. The Company at an Annual General Meeting at which a Director retires in the manner set out at Article 55, may fill the vacated office by electing a person thereto in accordance with Article 59, and in the absence of other candidates the retiring Director shall, if offering himself for re-election in accordance with Article 56, be deemed to have been re-elected, unless at such a 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.

Resolutions at AGMs relating to Directors.

62. The names of candidates proposed in accordance with Articles 58, shall be included within the resolutions entered on The Annual General Meeting Agenda and on the proxy form delivered with the notice convening the Annual General Meeting of the Company. On the agenda and proxy form the following should be included:
- (a) the names of the candidate/s seeking election as Director/s in alphabetical order and any retiring Directors offering themselves for re-election must be identified as such.

- (b) against each name entered on the form of proxy provision must be made thereon for the Members of the Company to indicate their vote in favour of or against any such nominee.

Powers and duties of Directors

63. The general duties of the Directors are as specified in section 170 to section 177 of the Act.
64. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or under these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act and these Articles and to such regulations, not being inconsistent with the foregoing provisions, as may be prescribed by the Company in General Meeting PROVIDED THAT no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. The Directors may, subject to Article 50, act notwithstanding vacancies.
65. The Directors may exercise all the powers of the Company including:
- (a) To sell, let, lease, licence, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its Objects save that disposal of any interest in the Freehold Estate will be subject to the passing of a resolution at a General Meeting in accordance with Articles 35 and 36.
 - (b) To borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may from time to time be determined subject to the details within Article 35. For the avoidance of doubt borrowings shall mean bank overdrafts and loans, loans from Members, other loans, Hire Purchase, Lease Purchase, Lease Hire or other financial commitments.
 - (c) To provide security, in whatever form is required, in support of any borrowing arrangement made by the Leasehold Company, which is authorised in accordance with that company's Articles of Association and which includes a specific request for the security to be given and the terms relating to such charging of the company's assets. The security may include an inter-company guarantee, a fixed and floating charge, a debenture, a fixed charge over specific asset or any combination of these. The giving of such security will be subject to the passing of a resolution at a General Meeting in accordance with Article 35.
66. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the Directors shall from time to time by a resolution of the Directors determine.
67. The Directors shall cause minutes to be made recording the following:
- (a) all proceedings of General Meetings of the Company, including the details of any resolutions passed;
 - (b) all proceedings of Board meetings to include -
 - i. the names of all Directors and Members present at each meeting;
 - ii. all proceedings of each meeting;
68. The records referred to in Article 67 above must be kept for at least ten years from the date of the resolution, meeting or decision, as appropriate. Members are entitled to the minutes relating to Article 67(a) only.
69. Subject to Article 49, the Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by simple majority. In the case of an equality of votes the Chairman shall not have a second or casting vote. A Director may, and the Secretary on receiving a request from a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.
70. All acts done by any Director, acting either alone or as part of a committee or meeting, shall be valid notwithstanding that it is afterwards discovered that: there was a defect in his appointment, he was disqualified from holding office, he had ceased to hold office, or he was not entitled to vote on the matter in question.

71. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

Attendance at Board Meetings

72. In addition to the elected Directors, The Club President, The Club Captain and the Club Manager of the Leasehold Company will be invited to attend Board Meetings. They will be entitled to speak at the meeting but will not have a vote.
73. The Directors shall also be entitled to request observers to attend Board Meetings who shall be Members of the Company and who shall, subject to any contrary resolution of the Directors, have the right to speak but not vote at those meetings.

Accounts

74. The Directors shall ensure that adequate accounting records are kept, in accordance with section 386 of the Act. These shall contain:
- (a) entries from day to day of all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place; and
 - (b) a record of the assets and liabilities of the Company.
75. The accounting records shall be kept at the Company's registered office or such other place as the Directors think fit and shall always be open to inspection by the Board. The Directors shall from time to time determine whether and to what extent, at what times and places, and under what conditions and regulations, the accounting records, or any of them, are to be open to the inspection of Members of the Company, or as otherwise determined by statute or by the Company in General Meeting. Save as aforesaid no Member of the Company who is not a Member of the Board has any right to inspect any accounting records or other document of the Company save as expressly conferred by statute and subject to the conditions provided therein. Accounting records which the Company is required to keep under section 386 of the Act shall be preserved for at least 3 years from the date on which they are made.
76. For each financial year and within 6 months of the year end, the Directors shall prepare accounts of the Company for that financial year comprising: a balance sheet as at the last day of the financial year and a profit and loss account, giving a true and fair view of the Company's financial position and in accordance with section 398 of the Act. The company's annual accounts shall be approved by the Board of Directors and signed on behalf of the Board by a Director of the Company. The balance sheet shall contain the signature, the name of the person who signed it, and a statement in a prominent position above the signature to the effect that the accounts have been prepared in accordance with the provisions applicable to a company subject to the small companies' regime as defined in section 381 of the Act.
77. The Directors shall also prepare a report for each financial year of the Company, stating:
- (a) the names of the persons who, at any time during the financial year, were Directors of the Company; and
 - (b) the principal activities of the company during the year.
78. Should the company be audited, the Directors' report shall also contain a statement to the effect that, in the case of each of the persons who are Directors at the time the report is approved:
- (a) so far as the Director is aware, there is no relevant audit information of which the company's auditor is unaware; and
 - (b) he has taken all steps that he ought to have taken as a Director to make himself aware of any relevant audit information and to establish that the company's auditor is aware of that information.
79. The Directors' report shall be approved by the Board of Directors and signed on behalf of the Board by a Director or the secretary of the Company. It shall state the name of the person who signed it and contain a statement in a prominent position above the signature to the effect that the report complies with current accounting standards.

80. The Directors shall deliver to the Registrar for each financial year a copy of the balance sheet drawn up as at the last day of that year, and – if the Company has been audited for that year – a copy of the auditor's report on those accounts. The Directors may also deliver:

- (a) a copy of the company's profit and loss account for that year; and
- (b) a copy of the Directors' report for that year.

Such accounts and reports shall be filed no more than 9 months after the end of the relevant accounting reference period.

81. Copies of the Company's annual accounts and reports for each financial year shall be made available to all persons entitled to receive notices of General Meetings of the Company, provided that no such obligation shall arise for a person for whom the Company does not have a current address as defined in section 423 of the Act. Such accounts and reports must be available no later than the end of the period for filing, or, if earlier, the date on which the Company's accounts and reports are delivered to the Registrar.

82. On demand by a Member, the Company shall provide within seven days of receipt of the request and free of charge a single copy of: the company's last annual accounts, the last Directors' reports, and – if the Company was audited for that financial year – the auditors' report on those accounts (including the statement on that report). The entitlement under this Article is in addition to any copy to which a Member may be entitled under Article 80 above.

Audit

83. If required, auditors shall be appointed, and their duties regulated in accordance with the provisions of Part 16 of the Act. If the Board exercise any rights to waive a full audit of the accounts, then they shall be authorised to instruct a review of the accounts as they think fit, fully reporting the details to the Members at the Annual General Meeting.

Indemnity

84. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or committee Member of the Company shall be indemnified out of the assets of the Company against any liability incurred by him to a person other than the Company 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 courts for liability for negligence, default, breach of statutory or other duty or breach of trust in relation to the affairs of the Company SUBJECT ALWAYS that the person so indemnified must have acted honestly, reasonably and in the best interests of the Company and is entitled to be indemnified.

85. The company shall purchase and maintain appropriate insurance, at the expense of the company, for the benefit of all Directors, Officers or Committee Members whether present or former, against any loss suffered by them while exercising their duties as Directors, Officers or Committee Members on behalf of the Company.

Dissolution

86. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed amongst the Members of the Company in proportion to the annual subscription payable by each category of Membership of the Leasehold Company.

Disputes

87. Any dispute or difference which may arise as to the meaning or interpretation of these Articles, or as to the powers of the Directors and Officers shall be determined by the Board, whose decision shall be final and binding on all Club Members.

Communication (including Notices) by the Company to Members

88. Unless otherwise provided for in these Articles or by the Act, the Company, may send a document or information to a Member by the following means:

- (a) in hard copy form by sending it by post in a prepaid envelope addressed to the Member at the address held by the Company in its register. Provided that the address is in the United Kingdom, and it was properly addressed, prepaid and posted, service of the document or information is deemed to have been received by the intended recipient 48 hours after it was posted;
 - (b) in electronic form if the Member has given an e-mail address for this purpose. If it was properly addressed, the document or information is deemed to have been received by the intended recipient 48 hours after it was sent; or
 - (c) by making such document or information available on the Company web site. The document or information shall be readable and downloadable, and the recipient shall be notified of its presence and how to access it. The document or information is deemed to have been received by the intended recipient when the material was first made available on the web site or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the web site. It shall be available on the web site for at least 28 days beginning with the day on which notification was sent to the intended recipient, provided that temporary non-availability wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid shall be disregarded.
 - (d) Where a Member has received a document or information from the Company otherwise than in hard copy form, he may require the company to send him a version of the document or information in hard copy form. The Company shall send free of charge such document or information in hard copy form within 21 days of receipt of any such request.
89. A document or information sent or supplied by a Member to the Company or by the Company to a Member is sufficiently authenticated if:
- (a) in hard copy form, it is signed by the person sending or supplying it; and
 - (b) in electronic form, the identity of the sender is confirmed in the manner specified by the Company or, where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the company has no reason to doubt the truth of that statement.

WE, THE SUBSCRIBERS TO THESE ARTICLES, wish to be formed into a company pursuant to these Articles.

[NAMES, SIGNATURES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS]

WITNESS TO THE ABOVE SIGNATURES:

[WITNESS NAME, ADDRESS, and SIGNATURE AND DESCRIPTION – ideally a solicitor]

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