

HENDON GOLF CLUB LTD

Company Number: 12475798

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

(Amended by Special Resolution

1st April 2021)



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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
HENDON GOLF CLUB LTD (the "Company")
(Adopted by special resolution passed on 1 st April 2021)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Academy Membership: a restricted membership category, with the objective of providing a pathway into general club membership for people new to golf and to be subject to the Rules (if applicable);

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board and Board members means the directors for the time being of the Company;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Colt Membership: Unrestricted access during Monday to Friday, but restricted access at weekends and subject to possibly additional charges/fees and subject to the Rules (if applicable);

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Corporate Membership: a membership offered to a corporate entity or business in the United Kingdom and allowing access to agreed individuals of the relevant entity or business and for an agreed number of times to be subject to the Rules (if applicable);

Country and Overseas Membership: a restricted membership available to players outside an agreed radius of the Company and limiting the number of times that the applicable Member can access the course or Company facilities per subscription year and to be subject to the Rules (if applicable);

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 13, any director whose vote is not to be counted in respect of the particular matter);

Embassy Membership: a membership offered to international Embassies in the United Kingdom and allowing access to agreed individuals of the relevant Embassy and for an agreed number of times to be subject to the Rules (if applicable);

Extraordinary Membership: such applicants and/or members as may be admitted to or transferred to Extraordinary Membership by virtue of extraordinary circumstances by order of the Board and at such subscription rates as determined by the Board and subject to the Rules (if applicable);

Full Membership: Unrestricted 7-day access to the course and clubhouse/facilities of the Company and subject to the Rules (if applicable);

Five-Day Membership: Unrestricted 5-day access to the course and clubhouse/facilities of the Company during Monday to Friday (excluding public holidays) and subject to the Rules (if applicable);

Hendon Lamb Membership: a membership designed for people new to golf to include set number of lessons, access to Company facilities and certain courses and to be subject to the Rules (if applicable);

Honorary Life Membership: such person (whether an existing Member or not) as elected by the Voting Members to be an “Honorary Life Member” at a general meeting of the Company to be subject to the Rules (if applicable);

Houlbrook Membership: the Company’s flexible membership category and subject to the Rules;

Interested Director: has the meaning given in article 13.1;

Life Membership: the category of registered persons who have paid for unrestricted 7-day access to the course and clubhouse/facilities of the Company for their life and subject to the Rules (if applicable);

Member: means a person whose name is entered in the Register of Members of the Company whether under a Full Membership, Extraordinary Membership, Colt Membership, Five-day Membership, Life Membership, Houlbrook Membership, Academy Membership, Junior Membership, Hendon Lamb Membership, Temporary Membership, Trial Membership, Country and Overseas Membership, Embassy Membership, Corporate Membership, Social Membership, and/or Honorary Life Membership (or such other non-voting Membership as may be created from time to time either pursuant to the Rules and/or otherwise), and **Membership** shall be construed accordingly;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered “**Model Article**” is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31 and as further detailed in article 24.2 of as prescribed by the Board from time to time;

Register of Members: the register of the Company required to be kept pursuant to Article 19.3;

Rules: means any rules or byelaws of the Company in the general running or operations of the Company, the relevant Membership rights and/or furtherance of the objects (detailed below) and adopted by the Board or the Company via a Special Resolution of the Voting Members from time to time;

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

Social Membership: non-golfing partners of other Members and to be provided access to the Company facilities to be subject to the Rules (if applicable);

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

Temporary Membership: membership available for persons not permanently residing in the United Kingdom and to be subject to the Rules (if applicable);

Trial Membership: a membership for an agreed period of time (less than a year) and designed to allow persons to assess whether to consider alternative Memberships and to be subject to the Rules (if applicable);

Voting Members: the Members who, at the applicable time, have the following subscriptions, Full Membership (and any such sub-category of Full Membership), Five-Day Memberships, Colt Membership, Life Membership and/or Honorary Life Membership;

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- 1.8.1 1 (Defined terms);
 - 1.8.2 2 (Liability of Members);
 - 1.8.3 8 (Unanimous decisions);
 - 1.8.4 9(1) and (3) (Calling a directors' meeting);
 - 1.8.5 11(2) and (3) (Quorum for directors' meeting);
 - 1.8.6 13 (Casting vote);
 - 1.8.7 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.8 17 (Methods of appointing directors);
 - 1.8.9 21 (Applications for membership);
 - 1.8.10 30(2) and (3) (Poll votes);
 - 1.8.11 31(1)(d) (Content of proxy notices);
 - 1.8.12 35 (Company seals);
 - 1.8.13 38 (Indemnity);
 - 1.8.14 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and

- 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

2. OBJECTS

- 2.1 The object for which the Company is established is to provide its Members with the facilities to play golf and with such amenities incidental thereto and to promote the game, including the etiquette and traditions associated therewith.

3. POWERS

- 3.1 In pursuance of the object set out in article 2, the Company has the power to:
- 3.1.1 to take over, undertake and continue the whole or any part of the property (real or personal) liabilities and activities of any association, society, company, trust, fund or other body, whether or not incorporated, so far as it may be conducive to the objects of the Company and the furtherance of "Hendon Golf Club";
 - 3.1.2 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
 - 3.1.3 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
 - 3.1.4 to employ and remunerate such staff as are necessary to carry the work of the Company;
 - 3.1.5 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
 - 3.1.6 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
 - 3.1.7 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve 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 or subsidiary;

- 3.1.8 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.1.9 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.11 provide and assist in the provision of money, materials or other help;.
- 3.1.12 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.13 incorporate subsidiary companies to carry on any trade;
- 3.1.14 to purchase and maintain for any Board member, other officer or auditor of the Company insurance against any liability against which the Company may lawfully insure any such persons including (without prejudice to the generality of the foregoing) any liability which by virtue of any rule of law would attach to him or her in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company;
- 3.1.15 to make and give effect to such rules for the better achievement of the Company's objects as may be thought fit; and
- 3.1.16 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

4. INCOME

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in Article 2 and the general furtherance of the Company and no portion thereof shall be paid or transferred, directly or indirectly, by

the way of dividend, bonus or otherwise howsoever by way of profit, to any Members of the Company, provided that nothing herein shall prevent and any payment in good faith by the Company:

- 4.2.1 of reasonable and proper remuneration to any member, employee, officer or servant of the Company for any services rendered to the Company;
- 4.2.2 of any interest on money lent by any Member of the Company or any director at a reasonable and proper rate;
- 4.2.3 of reasonable and proper rent for premises demised or let by any Member of the Company or any director; and
- 4.2.4 to any director of out-of-pocket and reasonable travel expenses.

5. WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company and the furtherance of the game of Golf. Such body to be determined by resolution of the Voting Members at or before the time of winding up or dissolution and, subject to any such resolution of the Voting Members, may be made by resolution of the Board at or before the time of winding up or dissolution.

6. GUARANTEE

- 6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member (and this guarantee is separate from and independent of a Members subscription price for their applicable Membership), for
 - 6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,
 - 6.1.2 payment of the costs, charges and expenses of the winding up, and
 - 6.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

7. THE BOARD & APPOINTMENT

- 7.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 7.2 The Board shall comprise elected officials (as detailed in the following Articles) in the following positions:
- 7.2.1 a chairperson - a director;
 - 7.2.2 a club treasurer - a director;
 - 7.2.3 a chair of house- a director;
 - 7.2.4 a chair of greens- a director;
 - 7.2.5 a chair of food and beverage- a director;
 - 7.2.6 a chair of marketing and communications- a director;
 - 7.2.7 a non-executive director – a director; and
 - 7.2.8 the general manager – appointed as the Company secretary (non-voting role on the Board).
- 7.3 The directors shall be those directors appointed to the Board on the date of the adoption of these Articles who were previously operating as the committee of the unincorporated associated of the Hendon Golf Club, and whom shall continue in accordance with the following Articles.
- 7.4 Future members of the Board shall be appointed as provided subsequently in these Articles and/or the Rules (if applicable).
- 7.5 Directors shall serve in office for a term of up to 3 years and thereafter may be reappointed in accordance with this Article 7, provided that at the first Annual General Meeting following the date of adoption of these Articles and at each Annual General Meeting thereafter those directors reaching the end of their 3 year term (also taking into account any service on the “business committee” of the previously unincorporated association of the Hendon Golf Club) shall retire by rotation..
- 7.6 The vacancy left by the directors of the Board retiring by rotation in accordance with Article 7.5 or pursuant to Article 7.9 shall be dealt with and such replacements appointed (or reappointed) by the Voting Members at the Company’s relevant Annual General Meeting. Any such director retiring shall be eligible for re-appointment at the expiry of his/her term of office.

7.7 No person shall be appointed or reappointed a director at any Annual General Meeting:-

7.7.1 unless he/she has attained the age of 18 years;

7.7.2 in circumstances such that, had he/she already been a director, he/she would have been disqualified from acting as a director of the Company; and

7.7.3 unless:-

(a) he/she is recommended by the existing Board and/or has been recommended by two other Members of the Company (who in turn have each been a Member for at least 12 calendar months); and

(b) he/she has been a Member for at least 3 calendar years and in accordance with the Rules.

7.8 Not less 42 (forty two) clear days before the date appointed for holding an Annual General Meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Board for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him/her at the meeting for appointment or reappointment as a Director.

7.9 The Board may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles or Rules (if applicable) as the maximum number of directors. A director so appointed shall hold office only until the next following Annual General Meeting. If not reappointed at such Annual General Meeting, he/she shall vacate office at the conclusion of that meeting.

7.10 Subject as aforesaid, a director who retires at an Annual General Meeting may, if willing to act, be reappointed.

8. POWER

8.1 Subject to the provision of the Act and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of these Articles or to any Rules and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board members by these Articles and a meeting of Board members at which a quorum is present may exercise all powers exercisable by the Board.

9. UNANIMOUS DECISIONS

- 9.1 A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.
- 9.4 All acts done by a meeting or a resolution of the Board, shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Board member or that any such person was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board member and had been entitled to vote.

10. CALLING A DIRECTORS' MEETING

- 10.1 Any director may call a directors' meeting by giving not less than 3 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 10.2 Notice of a directors' meeting shall be given to each director in writing (which includes email).
- 10.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

11. QUORUM FOR DIRECTORS' MEETINGS

- 11.1 Subject to Article 11.2, the quorum for the transaction of business at a meeting of directors is any three Eligible Directors.
- 11.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 13 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 11.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - 11.3.1 to appoint further directors; or

11.3.2 to call a general meeting so as to enable the Members to appoint further directors.

12. CASTING VOTE

12.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the appointed chairperson (pursuant to Article 7 and specifically 7.2) or other director chairing the meeting (where the chairperson is unavailable) has a casting vote.

12.2 Article 12.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

13. DIRECTORS' CONFLICTS OF INTEREST

13.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

13.2 Any authorisation under this Article 13 shall be effective only if:

13.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

13.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

13.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

13.3 Any authorisation of a Conflict under this Article 13 may (whether at the time of giving the authorisation or subsequently):

13.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

13.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

13.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- 13.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 13.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 13.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 13.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 13.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 13.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 13.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 13.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 13.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

- 13.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 13.7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 13.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 13.7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

14. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

15. DELEGATION OF BOARD'S POWERS

The Board may delegate any of their powers to any one or more persons, sub-committees or chapters as they think fit, whether or not such person, sub-committees or chapters include Board members. Every such sub-committee or chapter and every other delegate of the Board members' powers shall report back to the Board members in such manner and at such times as they shall require. Any such delegation may be made subject to any conditions the Board members may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered by them and such detail shall be included within the Rules. Subject to any such conditions, the proceedings of a sub-committee or chapter with three or more members shall be governed by the provisions of these Articles regulating the proceedings of the Board so far as they are capable of applying. This Article is without prejudice to any other provision of these Articles.

16. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 16.1 A director shall cease to hold office if he/she:-

- 16.1.1 ceases to be a director by virtue of any provision in the Act or is disqualified from or is otherwise prohibited by law from being a director;
 - 16.1.2 ceases to be a Member;
 - 16.1.3 is considered by the remaining members of the Board to have become incapable by reason of mental disorder, illness or injury of managing and administering his/her own affairs for such extent and for such period as shall render him/her incapable of properly attending to his/her duties as a director;
 - 16.1.4 resigns his/her office by notice to the Company (but only if at least the minimum number of directors required will remain in office when the notice of resignation is to take effect);
 - 16.1.5 is absent without the permission of the Board from three consecutive Board meetings and the Board resolve that his/her office be vacated.
- 16.2 In addition and without prejudice to the provisions of Section 168 and 169 of the Act, the Company may by special resolution remove any director before the expiration of his/her period of office and may by an Ordinary Resolution appoint another person in his/her stead but any person to be appointed shall retain his/her office so long only as the director in whose place he/she is appointed would have held the same if he/she had not been removed.

17. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

18. CHANGE OF COMPANY NAME

- 18.1 The name of the Company may be changed by:

18.1.1 a decision of the directors; or

18.1.2 a special resolution of the Members,

or otherwise in accordance with the Act.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

19. MEMBERSHIP

- 19.1 Membership of the Company shall comprise the following classes of membership:

- 19.1.1 Full Membership;
- 19.1.2 Extraordinary Membership;
- 19.1.3 Colt Membership;
- 19.1.4 Five Day Membership;
- 19.1.5 Houlbrook Membership;
- 19.1.6 Academy Membership;
- 19.1.7 Junior Membership;
- 19.1.8 Hendon Lamb Membership;
- 19.1.9 Temporary Membership;
- 19.1.10 Trial Membership;
- 19.1.11 Country and Overseas Membership
- 19.1.12 Embassy Membership;
- 19.1.13 Corporate Membership;
- 19.1.14 Social Members;
- 19.1.15 Honorary Life Members,

and such other Membership as may be created from time to time either pursuant to the Rules and/or otherwise approved by the Voting Members via a general meeting of the Company.

19.2 The Company shall admit to Membership an individual or organisation which:

- 19.2.1 applies to the Company using the application process approved by the Board and/or as detailed in the Rules; and
- 19.2.2 is approved by the directors.

A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

- 19.3 The Company shall keep a Register of Members which shall show the dates of admission and cessation of membership and the classes of membership.
- 19.4 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 19.5 Members shall pay such annual subscriptions to the Company as detailed in the Rules and/or as the Board shall approve from time to time. Different amounts or rates may be prescribed for different classes of Membership provided that those persons who are under Honorary Life Membership shall not be required to pay any annual membership subscription and Life Membership shall not be required to pay any further annual membership subscription beyond their original "life" subscription fee.
- 19.6 The Board may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Rules and Register of Members.
- 19.7 A Member being a partnership or unincorporated association, or body (not having a separate legal identity) shall be treated for purposes of the payment of subscriptions and for voting purposes (if applicable) as if it were a single entity comprising all its partners or members. In the Register of Members such partnership, association or body's name shall be entered as the name of the Member and the Company shall be entitled to treat the partnership, association or body for all purposes concerning the rights and obligations of Members as if it were a body corporate whose committee of management or other governing body were authorised to conduct its affairs in relation to the Company. The rights and obligation of and attaching to membership of the Company shall be exercisable and attached to partners or member of the time being of such partnership, association or body in conformity to the latter's constitution.
- 19.8 A Member shall cease to be a Member of the Company if the Company receives notice in writing from the applicable Member that they resign or, if a legal person, that they have gone into bankruptcy and/or liquidation or otherwise been dissolved or ceased to exist or, if a natural person, they have been made bankrupt or died, or if in accordance with the Rules he, she or it ceases to be eligible for Membership, or if he, she or it is removed from Membership under the following Articles. A notice of resignation shall not take effect, without the Board's agreement, until the member giving notice shall have satisfied all of their outstanding obligations to the Company.

20. SUSPENSION OR EXPULSION OF MEMBER

- 20.1 The Board may temporarily suspend and/or terminate the Membership of any Member without his/her or its consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

20.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or

20.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

20.1.3 has failed to observe the terms of these Articles and/or the Rules.

Following such termination, the Member shall be removed from the Register of Members.

20.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his/her or its membership should not be terminated. The Board must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Board to terminate the Membership of a Member.

20.3 A Member suspended from Membership shall for the duration of their suspension;

20.3.1 continue to be bound as a Member by the obligations of Membership, but

20.3.2 cease to be entitled to exercise any right of Membership except a right to make representations in relation to his, her or its suspension.

20.4 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him/her or it for the remainder of the applicable subscription year.

GENERAL MEETINGS

21. GENERAL MEETINGS

21.1 The Company shall in February of each calendar year hold a general meeting referred to as the Annual General Meeting in addition to any other meetings in that given 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. Annual General Meetings shall be held at such times and places as the Board shall determine.

21.2 All General Meetings other than Annual General Meetings shall be called General Meetings. The Board may call General Meetings and, on the requisition of at least 20 Voting Members (or such number of Voting Members in accordance with the provisions of the Act if 20 exceeds the statutory minimum). General Meetings call by the Board shall be called on giving not less than 28 (twenty eight) days' notice to the

relevant Membership and detailing the proposed object thereof. A General Meetings called upon the requisition of the Voting Members shall be requisitioned within 14 (fourteen) days from the date of the deposit of the requisition and shall be convened for a date not later than 8 (eight) weeks after the deposit of the requisition.

22. NOTICE OF GENERAL MEETINGS

- 22.1 Each Annual General Meeting shall be called by at least 60 clear days' notice and such other requirements or content shall be as stipulated within the Rules.
- 22.2 Subject to Article 21.2, all other General Meetings shall be called by at least 28 (twenty eight) clear days' notice (unless otherwise required by law) save that a General Meeting may be called by shorter notice if it is so agreed by a majority in number of the Voting Members having a right to attend and vote at such a meeting.
- 22.3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all Members and auditors of the Company (if any).

23. PROCEEDINGS AT GENERAL MEETINGS

- 23.1 No business shall be transacted at any General Meeting unless a quorum is present. Subject to the applicable provisions of the Rules, 20 Voting Members entitled to vote upon the business to be transacted, each being a Voting Member, shall constitute a quorum. If the total number of Voting Members entitled to vote is less than the quorum required, the Voting Members shall not take any decision other than to appoint further members or call a General Meeting to enable additional members to be further appointed.
- 23.2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
- 23.3 The Chairman of the Board or in his absence some other director nominated by the Board shall preside as Chairman of the meeting, but if neither the Chairman nor such nominated director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the other directors present shall elect one of their number to be chairman.
- 23.4 The Chairman may, with the consent of a 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 left unfinished at the meeting from which the adjournment took place.

- 23.5 When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 23.6 A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
- 23.6.1 by the Chairman of the meeting; or
- 23.6.2 by at least two Voting Members present in person or by proxy.
- 23.7 Unless a poll is duly 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 minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 23.8 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 23.9 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 23.10 A poll demanded by the Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 23.11 Subject to the provisions of the Act a resolution in writing signed by such Voting Members, for the time being entitled to receive notice of and to attend and vote at any General Meetings shall be as valid and effective as if the same had been passed at a meeting of the Company convened and held.

24. MEMBERS PROXY

- 24.1 Any Voting Member of the Company entitled to attend and vote at any meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his/her proxy to attend and vote (by show of hands or poll) instead of him/her.

- 24.2 The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney duly authorised in writing and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve:

“BRIDGES FOR MUSIC

I [MEMBER'S NAME AND ADDRESS] BEING A MEMBER OF THE ABOVE-NAMED COMPANY
HEREBY APPOINT

[NAME AND ADDRESS OF PROXY HOLDER] OR FAILING HIM/HER,

[NAME AND ADDRESS OF SUBSTITUTE] AS MY/OUR PROXY TO VOTE ON MY/OUR BEHALF AT
THE [ANNUAL/ADJOURNED] GENERAL MEETING OF THE COMPANY TO BE HELD ON THE
..... DAY OF AND ANY ADJOURNMENT THEREOF.

[I CONFIRM THAT MY PROXY IS INSTRUCTED TO VOTE [CONFIRM DETAIL]

SIGNED [NAME] THIS DAY OF”

- 24.3 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 with the appointed General Manager of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, and such instrument must be deposited 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, 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 10 months from the date of its execution.
- 24.4 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 24.5 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 tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

DECISION MAKING BY MEMBERS

25. VOTES OF MEMBERS

- 25.1 Subject to the Act, at any general meeting:

25.1.1 Voting Members who are present (whether in person, agreed remote conference facilities (whether by video or other means so all parties are clearly able to communicate with one another), or by proxy) shall on a show of hands have one vote; and

- 25.1.2 every Voting Member present in person (whether in person, agreed remote conference facilities (whether by video or other means so all parties are clearly able to communicate with one another), or by proxy) shall on a poll have one vote.
- 25.2 No member may vote at any general meeting unless all annual membership subscription monies then payable by him or her to the Company shall have been paid.
- 25.3 All other Members, excluding Voting Members, shall be entitled to receive notice of and attend all general meetings of the Company, but shall not be entitled to vote on any business put to any general meeting nor to address the meeting. A non-voting Member may be allowed to address the meeting but only on the prior authorisation of the chairperson of the applicable general meeting.

ADMINISTRATIVE ARRANGEMENTS

26. MEANS OF COMMUNICATION TO BE USED

- 26.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 26.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- 26.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 26.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 26.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

- 26.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.
- 26.3 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 shall not invalidate the proceedings at that meeting.

27. RULES

Rules for such purposes as are mentioned in these Articles, for the better administration of the Company's affairs and for such other purposes of the Company as may be thought fit (for example but not limited to, the provisions relating to classes of Members, the possibly creation of other non-voting categories of Membership, Membership fees and subscriptions and the admission criteria for Members, the administration of calling or certain general or annual general meetings of the Company, and the election of directors to the Board) may from time to time be made, altered and revoked by the Board or by special resolution of the Company. The Board's power to make, alter or revoke rules may be circumscribed by rules made by special resolution of the Voting Members. If there is a conflict between the terms of these Articles and any Rules established under this Article, the terms of these Articles shall prevail.

28. INDEMNITY AND INSURANCE

28.1 Subject to Article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

28.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

28.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 28.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 28.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 28.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 28.4 In this Article:
- 28.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 28.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 28.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)], but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).