

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

NEW ARTICLES OF ASSOCIATION

of

MURRAYFIELD GOLF CLUB, LIMITED

(Company Number SC008287)

- Adopted by Special Resolution passed on 17 September 2020 as amended on 17 September 2020 and on 30 March 2021 and on 28 March 2023

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Interpretation

1. In these Articles of Association:

"the Club" means Murrayfield Golf Club, Limited;

"Club Manager" means the Club Manager of the Club or any other employee who, under the immediate authority of the Directors, is responsible for the conduct of the Club's affairs;

"Companies Act" means the Companies Act 2006, including any statutory modification or re-enactment of it for the time being in force;

"Full Subscription" means, in relation to any year, the Annual Subscription payable by Ordinary Members for that year;

"Member" means a person who is admitted to Membership in accordance with the Club's Articles of Association;

"Membership" means membership of the Club in any category;

"Membership Fees" shall be construed in accordance with Article 9;

"Ordinary Member" means a Member who has been accepted as an Ordinary Member in accordance with these Articles of Association;

"Ordinary Resolution" has the meaning given in section 282 of the Companies Act;

"Special Resolution" has the meaning given in section 283 of the Companies Act;

"Voting Members" means the categories of Members specified in Article 27(1) as having the right to attend, speak and vote at General Meetings of the Club, and "Voting Membership" shall be construed accordingly, provided that, for the purposes of Article 2, the Voting Members shall not include persons falling within Article 15;

a document or information required to be sent or supplied to the Club in writing may be sent or supplied in hard copy form or by electronic means. For this purpose, "hard copy form" and "electronic means" have the meanings given to such terms in section 1168 of the Companies Act;

words denoting the masculine include the feminine and vice versa; and

unless the context requires otherwise, "year" means a calendar year.

Membership

2. Subject to Article 3, the maximum number of Voting Members shall be 900.

3. The Club in General Meeting may (by Ordinary Resolution) from time to time increase or decrease the maximum number of Voting Members.

Proposal of Members

4.
 - (1) Applicants for admission as Ordinary Members or Young Adult Members must sign and send to the Club Manager an application for admission, and (subject to paragraph (2) below) must be nominated in writing by two Voting Members, each with a minimum of two years' Voting Membership. Such application shall be made in the form prescribed by the Directors from time to time.
 - (2) If an applicant does not have the requisite written nominations when the application for admission is made, the applicant shall be deemed to be duly nominated if he or she satisfies the Directors of his suitability. This shall require that the applicant:
 - (a) submits to an interview by the Director of Men's Golf, the Director of Ladies' Golf, the Captain of the Club, the Vice-Captain of the Club or any officer appointed under Article 49(1) (or any combination thereof) and the interviewer(s) is satisfied as to his or her suitability for admission; or
 - (b) the applicant provides a reference from the golf club (if any) of which he or she was most recently a member, and at least two of the persons eligible to interview the applicant under sub-paragraph (a) consider the terms of the reference satisfactory.
5. On receipt of such application, the Club Manager shall maintain a record of the name and address of the applicant, together with the name(s) of any person(s) who nominated the applicant under Article 4. The names and addresses of persons nominated (or deemed to be nominated) as Ordinary Members or Young Adult Members shall be posted on the Notice Board in the Clubhouse for at least seven days before a decision on admission under Article 6, and an interval of at least two weeks shall elapse between nomination (or deemed nomination) and the Directors' decision. No admission shall be competent unless these conditions have been complied with.
6.
 - (1) The Directors shall decide on the admission of all applicants for Membership under Article 4.
 - (2) If the Directors do not agree unanimously to admit the applicant, a vote by ballot shall be taken and a majority of adverse votes shall exclude the applicant. The Club Manager shall notify the Directors' decision in writing to the Proposer and Seconder of any applicant excluded from admission (or, if there are no Proposer and Seconder, the applicant), but the Directors shall not be bound to give reasons for their decision.

Entry-money and Annual Subscriptions

7. (1) Subject to the following provisions, every person becoming or admitted as a Member shall make payment of:
- (a) such Entry-money (if any) as the Directors may determine from time to time at their discretion, and different determinations may be made in respect of different persons or categories of person; and
 - (b) such Annual Subscription as may be determined from time to time as follows:
 - (i) in the case of the Annual Subscription payable by each category of Voting Membership, by the Club in General Meeting; and
 - (ii) in the case of the Annual Subscription payable by any other category of Membership, by the Directors at their discretion.

Entry-Money

- (2) Entry-money shall only be payable by persons who become or are admitted to Ordinary Membership, Young Adult Membership, Country Membership or Five-Day Interim Membership (other than by transfer from another category of Membership (subject to Article 21(2))).
- (3) Sub-paragraph (1)(a) of this Article is subject to Articles 19(2) (Young Adult Membership) and 22(3) (Five-Day Interim Membership).
- (4) In the case of Entry-money, on admission to the Club, a Member may elect to make payment of the Entry-money due either in full or by yearly instalments (not being more than ten in number as the Directors may decide in their discretion). If the Member elects to make payment in full, his or her Entry-money shall be payable within one calendar month after his or her election is intimated to him or her. If the Member elects to make payment by annual instalments, the first instalment shall be payable by the Member within one calendar month after his or her election is intimated to him or her, and subsequent instalments shall be payable in accordance with Article 9(1)(a). A Member may, in addition, elect to pay Entry-money or yearly instalments of Entry-money by monthly payments in accordance with Article 9(1)(b). In the event of a Member wishing to discontinue Membership at any time before the whole Entry-money has been paid, no further instalments of Entry-money shall be payable and no refund of Entry-money already paid shall be made.

Annual Subscription

- (5) The provisions of sub-paragraph (1)(b) of this Article shall have effect subject to any provision of these Articles of Association which states, in respect of any category of Membership, that:
- (a) no Annual Subscription is payable (for example, Articles 14 and 26); or
 - (b) the amount of the Annual Subscription payable shall be a specified percentage or fraction of another Annual Subscription (for example, Articles 15, 16, 17, 19(3), 22(3) and paragraph 4 of the Schedule to these Articles of Association).
- (6) Notwithstanding sub-paragraph (1)(b)(i) of this Article, the Directors shall have power (subject to paragraph (5) above) to determine the amount of the Annual Subscription payable by any category of Membership falling within that sub-paragraph in respect of any year, provided that the amount of any increase in any category of Annual Subscription determined by the Directors in respect of any year shall not exceed 10 per cent of the amount of that Annual Subscription for the immediately preceding year. If the Directors determine an Annual Subscription in accordance with this paragraph (6), the Club in General Meeting may not determine a different amount under sub-paragraph (1)(b)(i).
- (7) In the case of admission in a period of six months from the close of the Club's Financial Year, the Directors shall be empowered at their discretion to allow an abatement from the Annual Subscription payable by such Member for the year then current.

Waiting list

- (8) An applicant for Ordinary Membership whose application has been approved by the Directors shall be requested to pay a fee of an amount to be determined by the Directors if the applicant's name is placed on a waiting list for Membership. The applicant shall be informed by the Club Manager that his or her name has been so placed and if payment of the fee is not made within one month of the intimation, the application shall be held to be withdrawn. The fee shall be deducted from the applicant's first Entry-money when he or she is admitted as a Member and shall be returned to the applicant if his or her name is withdrawn from the waiting list.
8. Subject to Article 7, if any applicant shall not pay his or her Entry-money and Annual Subscription within one calendar month after his or her election is intimated to him or her, his or her election may be cancelled by the Directors. Subject as aforesaid, no newly elected Members shall participate in any of the privileges of the Club until the Entry-money and Annual Subscription due by him or her have been paid.

Membership Fees

9. (1) Membership Fees (which expression for the purposes of these Articles shall exclude Competition Entry Money, but include Annual Subscriptions, Swipe Card Payments, Entry-money, Scottish Golf and local golf association levies and Staff Gratuity Fund Contributions, together with any Government tax or levy imposed or to be imposed (for example Value Added Tax) in respect of such items) shall be payable (unless otherwise expressly provided herein) by Members as follows:
- (a) on 1 January in each year for the year ending 31 December following. Any Membership Fees not paid by 31 January shall be considered to be in arrears; or
 - (b) a Member may elect to pay Membership Fees in respect of any year, by instalments, collected under Direct Debit authority in accordance with such arrangements as the Directors may, at their discretion, from time to time prescribe. Any election to pay Membership Fees by instalments shall continue in force until withdrawn by the Member in writing. Any Member who fails to pay any instalment on the due date shall forfeit the right to pay by instalments, and shall be considered to be in arrears until such time as the outstanding balance of Membership Fees (including any additional charges) is paid in full.
- (2) Membership Fees in arrears shall incur an arrears fee of £50 or such other reasonable amount as the Directors may, at their discretion, from time to time decide. Any Bank Charges incurred by the Club in respect of returned cheques or unpaid Direct Debits shall be recoverable from the Member in addition to any arrears fee. For the purposes of this paragraph (2), a Direct Debit shall be considered to be in arrears if it is not paid within a period of one month from the due date.
- (3) Subject to the express provisions of these Articles of Association, the amount which Members are required to pay on their Swipe Cards (being an amount which, once paid, may be used to pay bar and catering charges in the Clubhouse) shall be as determined by the Directors from time to time, and different amounts may be determined in respect of different categories of Membership.
10. (1) No Member shall be allowed to be relieved of the payment of Membership Fees unless possessing the qualifications defined in these Articles of Association and subject to the conditions and regulations prescribed herein.

(2) Notwithstanding any other provision of these Articles of Association, if the Directors consider it expedient for the purpose of attracting more applications for admission as Members (whether on its own or as part of a wider marketing campaign or membership drive), they may, at their discretion, from time to time:

- (a) give persons who become or are admitted as Members during a specified period (“new members”) such reduction in their Annual Subscription for the first year of Membership as the Directors may determine; and/or
- (b) credit to the Swipe Card of an existing Member such amount as the Directors may determine, in recognition of the Member’s role in introducing a new member.

If the Directors exercise their discretion under this paragraph (2) in favour of new members or existing Members, they must apply equal treatment as between new members or existing Members (as the case may be) who are similarly situated.

Cessation of Membership

- 11. Subject to the provisions of the Memorandum and Articles of Association, any Member may resign his or her Membership, provided such resignation is duly intimated in writing to the Club Manager on or before 15 December in the year then current, and payment made of the Annual Subscription for the year then current, and of any other sums which may be due to the Club by the Member so resigning.
- 12. No Member whose Membership Fees for the year then current are in arrears shall have a voice in the deliberations of the Club, or be entitled to vote at any General Meeting of the Club, or be allowed to play on the Course, or exercise any of the privileges of Membership. Any Member whose Membership Fees are in arrears shall receive an intimation to the effect that, unless the said Membership Fees and any fees or charges levied in respect of arrears be paid within seven days, his or her name shall be reported to the Directors. If, seven days after intimation, the Membership Fees or any additional charges or arrears fee remain unpaid, the Directors shall thereupon, in their option, have power, without any further intimation to such Member, to cause his or her name to be removed from the Register of Members, and such person shall upon such removal cease to be a Member, and shall not be entitled to any of the rights and privileges of Membership.

Code of Conduct, Suspension and Expulsion of Members

- 13. Disciplinary matters, including suspension and/or expulsion of members shall be conducted in line with the ‘Members Disciplinary Policy and Procedures’. This policy along with the Club code of conduct shall be published on the club website and copies available from the office on request.

Categories of Membership

13A. As at the date of adoption of these Articles of Association, the categories of Membership are:

- Ordinary Members (Article 13B)
- Honorary Members (Article 14)
- Senior Members (Articles 15 to 18)
- Young Adult Members (Article 19)
- Country Members (Article 20)
- House Members (Article 21)
- Social Members (Article 21A)
- Five-Day Interim Members (Article 22)
- Junior Members (Article 23)
- Mini-Junior Members (Article 24)
- Temporary Members (Article 25)
- Visitors (Article 26).

Further categories of Membership, with different rights and benefits, may be established from time to time by the Members in General Meeting. The categories of Membership from time to time shall not constitute different classes of Membership with different rights within the meaning of those parts of the Companies Act which deal with class rights.

Articles 13B to 26 deal with the rights of the categories of Membership. Unless these Articles of Association say otherwise or the context requires a different interpretation, each category in Articles 14 to 26 will be treated as having the same right to use the Clubhouse facilities and the same playing rights on the Course as Ordinary Members.

Ordinary Members

13B. Ordinary Member are entitled to all the benefits and privileges of Membership.

Honorary Members

14. It shall be competent for the Members at a General Meeting on the recommendation of the Directors to confer upon anyone the distinction of an Honorary Member in recognition of renown as a golfer, or of services rendered to the Club or to the game of golf. An Honorary Member shall not be required to pay any Entry-money or Annual Subscription during his or her Honorary Membership.

Senior Members

15. A person who has been an Ordinary Member of the Club for a period of fifty years shall not be required to pay Subscriptions during the remainder of his or her Membership. Such a person shall not be treated as an Ordinary Member for the purposes of Article 2, but shall be an Ordinary Member for all other purposes.

16. A Member who has attained the age of sixty-five prior to the start of the year shall be entitled to reduced Annual Subscriptions equal to eighty per cent of the amount payable by other Ordinary Members, provided that he or she shall have been an Ordinary Member for a period of not less than twenty years and has notified the Club Manager on or before 15 December prior to the start of the aforementioned year.
17. A Member who has attained the age of seventy-five prior to the start of the year shall be entitled to reduced Annual Subscriptions of three-quarters of the Annual Subscription otherwise payable by Senior Members (who are aged sixty-five years or over under the immediately preceding Article) provided that he or she shall have been an Ordinary Member for a period of not less than twenty years and has notified the Club Manager on or before 15 December prior to the start of the aforementioned year. Such a Member who exercises the foregoing entitlement shall not be permitted to use the course on Saturdays and Sundays unless playing in Hole-and-Hole competitions or in a Club social competition e.g. the Club Mixed Foursomes, the Club Invitation Mixed Foursomes.
18. A Senior Member shall be required to pay the same amount as Ordinary Members on his or her Swipe Card.

Young Adult Members

19. (1) This category of Membership shall be open to persons who have attained the age of eighteen and have not attained the age of thirty-three when admitted as Members. Young Adult Membership shall cease, and the Young Adult Member shall transfer to Ordinary Membership, when they are thirty-three years of age at the time of their Annual Subscription falling due (currently 1 January).
- (2) Such a Member shall not be required to pay Entry-money until he or she transfers to Ordinary Membership. The Entry-money payable shall be the amount of the Entry-money payable by Ordinary Members less ten per cent of that amount for each year of Young Adult Membership (including the year of admission).

For the purposes of Article 7(4) (payment by yearly instalments), the Young Adult Member shall be deemed to have received intimation of his or her election at the time of transfer to Ordinary Membership.

- (3) Such a Member shall pay for each year, up to and including the year in which he or she attains the age of thirty-three, a reduced Annual Subscription equal to the following percentage of the Full Subscription:

Age attained at start of year (note 1)	Percentage of Full Subscription
18 or over and under 23	40%
23 or over and under 26	50%
26 or over and under 29	60%
29 or over and under 33	90%

Note 1: In the case of the year of admission, the percentage will be determined by reference to the age attained at the date of admission.

- (4) In the event of such a Member wishing to discontinue Membership at any time before the whole Entry-money has been paid, no further instalments of Entry-money shall be payable and no refund of Entry-money or Subscription already paid shall be made.

Country Members

20. (1) Any Member not having his or her principal place of residence, and not being personally engaged in business or occupation, within a sixty miles radius from the Clubhouse, may, at the discretion of the Directors, be transferred to a list called the Country List. Such transferred Members shall pay the Full Subscription for the year of transfer unless the transfer takes place prior to the 31 January. The Annual Subscription for such Member, so long as he or she remains a Country Member, shall be determined by the Directors in accordance with Article 7(1)(b)(ii). A Country Member shall be required to pay fifty per cent of the amount paid by Ordinary Members on his or her Swipe Card.
- (2) Should such a Country Member cease to be so qualified, or should the Directors at any time determine in their discretion that the person concerned shall cease to be a Country Member, the full Annual Subscription shall be payable thereafter.
- (3) In addition, the Directors shall have power, at their discretion, to place on the Country List as a Country Member any person (not being a Member) who is qualified as aforesaid, and such Country Member shall be entitled to pay reduced Entry-money and reduced Annual Subscriptions determined by the Directors in accordance with Article 7, and shall be required to pay fifty per cent of the amount paid by Ordinary Members on his or her Swipe Card. If such a Member subsequently transfers from the Country List to Ordinary Membership, he or she shall be required, on transfer, to pay an amount equal to the difference between the reduced amount of Entry-money payable by Country Members admitted in the year in which such Member was admitted as a Country Member and the Entry-money payable by Ordinary Members admitted in the year in which the transfer occurs.

- (4) For the purposes of this Article, if a Member has living accommodation within the above-mentioned radius available for his or her use and he or she uses such accommodation frequently and regularly (however short each period of use may be), then such Member shall be treated as having his or her principal place of residence within the said radius.

House Members

21. (1) It shall be at the discretion of the Directors to place on a House List any Member in a category of Membership which confers full or partial playing rights on the Course who notifies the Club Manager in writing that, due to exceptional circumstances, he or she no longer wishes to play golf temporarily or permanently. Such a Member shall be entitled to full use of the Clubhouse facilities at all times but shall have no playing rights on the Course and shall pay such Annual Subscriptions as shall be determined by the Directors in accordance with Article 7(1)(b)(ii). A House Member shall be required to pay the same amount as Ordinary Members on his or her Swipe Card.
- (2) If a Member who has been on the House List for at least one year notifies the Club Manager in writing that he or she wishes to resume the privileges of the Course, he or she shall be eligible to revert to their previous category of Membership, but always subject to paying in one month the difference between the current Annual Subscription payable by the previous category and that payable by a House Member. If the House Member's previous category was Ordinary Membership, his or her name shall be placed on the Waiting List for Ordinary Membership at the start of such List, after the names of other such House Members on the List but before the names of all other applicants for Ordinary Membership, and no further Entry-money shall become payable. If the House Member's previous category was Young Adult Membership but the Member is no longer eligible for that category, he or she shall be eligible for admission to Ordinary Membership in accordance with this paragraph, but subject to paying the Entry-money which would have been payable under Article 19 if the Member had not transferred from Young Adult Membership to House Membership.
- (3) It shall be at the discretion of the Directors to permit persons who have resigned from Membership to re-join as House Members. Such persons shall not be eligible to change from this category of Membership and shall pay such Annual Subscriptions as shall be determined by the Directors in accordance with Article 7(1)(b)(ii).

Social Members

- 21A. (1) The Directors shall have power, in their discretion, to place on the House List as a Social Member any person who is not a Member, and such a Member shall be entitled to full use of the Clubhouse facilities at all times (subject as after-mentioned) but shall have no playing rights on the Course. Such a Social Member shall be required to pay such Annual Subscription as shall be determined by the Directors in accordance with Article 7(1)(b)(ii) and shall be required to pay the same amount as Ordinary Members on his or her Swipe Card. Such a Member shall not be liable for

the payment of any Entry-money and shall not be entitled to transfer to any other category of Membership.

- (2) The maximum number of Social Members admitted to the House List shall not exceed 60 persons at any time.
- (3) A person may only be admitted to the House List under this Article 21A if the Captain and Club Manager have conducted an interview with that person, and they are satisfied as to his or her suitability for admission.
- (4) The Directors may make and vary rules restricting the number of guests which a House Member admitted under this Article 21A may sign in to the Clubhouse. Such rules may make different provision for different cases or circumstances, and may make provision subject to exceptions.

Five-Day Interim Members

22. (1) The Directors shall have power to admit candidates for Ordinary Membership to become Five-Day Interim Members. Such a Member must agree to accept full Ordinary Membership when it is first offered (or failing that, on the first occasion it is re-offered), and shall be entitled to the use of the Course except on Saturdays and Sundays or at such other times as the Directors may determine from time to time.
- (2) Such a member shall be entitled to full use of the Clubhouse facilities at all times.
- (3) Such a Member shall pay seventy-five per cent of the Entry-money paid by an Ordinary Member and seventy-five per cent of the Full Subscription. The balance of Entry-money shall be paid on election to Ordinary Membership. A Five-Day Interim Member shall be required to pay the same amount as Ordinary Members on his or her Swipe Card.

Junior Members

23. (1) Subject to the Membership admission process set out in Article 4, persons approved by the Directors who have passed their eleventh birthday and have not attained their eighteenth birthday may, at the discretion of the Directors, on payment of such Annual Subscription as may be determined by the Directors in accordance with Article 7(1)(b)(ii) and subject to such Rules and Conditions as the Directors may prescribe, be allowed to play over the Course. Such persons shall be known as "Junior Members".
- (2) The Directors shall have power (subject to the rules of natural justice) to suspend or expel Junior Members for any reason they consider sufficient (including, but not limited to, conduct considered objectionable in any respect, or infringement of these Articles of Association or Bye-laws of the Club). No proportion of the Subscription shall fall to be repaid to any Junior Member suspended or expelled, and a suspended Junior Member shall remain liable during the period of suspension for any Subscription which may be due. Article 13 shall not apply to Junior Members.

- (3) The Directors shall have power, at their discretion, to admit as a Member any Junior Member who has attained the age of eighteen years.

Mini-Junior Members

24. The provisions of the Schedule annexed hereto shall apply.

Temporary Members

25. (1) Persons temporarily resident in the area may, at the discretion of the Directors, be admitted Temporary Members. For this privilege the charge shall be such sum as may from time to time be fixed by the Directors and shall be on such Rules and Conditions as may be laid down by the Directors. A Temporary Member shall be required to pay the same amount, as determined by the Directors, as Ordinary Members on his or her Swipe Card.
- (2) Persons or the representatives of a Company or Firm who have provided Sponsorship or other substantial benefit to the Club, may, at the discretion of the Directors, be admitted as Temporary House Members. Temporary House Members may also be permitted the use of a limited number of visitors' tickets subject to the terms and conditions laid down by the Directors from time to time in the Bye-laws or other Rules and Regulations.

Visitors

26. The Directors shall have power to admit to the privileges of the Clubhouse and the Course members of other recognised golf clubs on the terms and conditions as may be laid down in the Bye-laws or other Regulations from time to time and these persons shall be considered Members for the day only and shall not be liable for Entry-money or Subscriptions.

Categories of Voting Membership

27. (1) Ordinary Members, Senior Members and Young Adult Members shall have the right to attend, speak and vote at General Meetings of the Club.
- (2) Persons admitted to the categories of Membership specified in Articles 14, 20, 21, 21A, 22, 23, 24, 25 and 26 shall have no voice in the management of the Club, nor be entitled to attend, speak or vote at any General Meeting of the Club.

Membership Rights Personal

28. The rights of the Member as such are personal and are not transferable and cease upon his or her death.

General Meetings

29. The Annual General Meeting of the Club shall be held at such place and hour and on such day in the month of March in each year as the Directors may fix, unless, for special reasons, some other time is fixed by the Directors, which they are empowered to do at their discretion.

30. All General Meetings of the Club, other than an Annual General Meeting, shall be called Extraordinary General Meetings.
31. The Directors may, whenever they think fit, and they shall upon a requisition made in accordance with the Companies Act, convene an Extraordinary General Meeting.
32. [NOT USED]
33. [NOT USED].

Proceedings at General Meetings

34. No business shall be transacted at any Meeting unless a quorum of Members is present when the Meeting proceeds to business. A quorum shall be twenty-five Members present in person or by proxy and entitled to vote.
35. Notices of Annual General Meetings and Extraordinary General Meetings called by the Directors must be sent to all Voting Members at least fourteen clear days prior to the date of such meetings. The notice shall specify the place, the date and the hour of the Meeting and, in the case of special business, the general nature of such business, and shall be given to the Voting Members in the manner specified in these Articles of Association, or in such other manner, if any, as may be prescribed by the Club in General Meeting; but the non-receipt of such notice by any Voting Member shall not invalidate the proceedings at any General Meeting.
36. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the Accounts, Balance Sheets, and the Ordinary Report of the Directors, the election of Directors in place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditor.
37. If, within half an hour from the time appointed for a Meeting, a quorum of Members is not present, the Meeting, if convened upon the requisition of Members shall be dissolved; in any other case, it shall stand adjourned until such date, time and place as the Directors shall determine; and if, at such adjourned Meeting, a quorum of Members is not present within half an hour from the time appointed for holding the Meeting, the Members present who are entitled to attend and vote thereat shall be a quorum.
38. The Captain, and *in absentia* the Vice-Captain, shall preside as Chair at every General Meeting of the Club.
39. If at any Meeting, neither the Captain nor the Vice-Captain is present within 15 minutes of the time appointed for holding the same, one of the other Directors, elected by the Directors present, shall preside as Chair of such Meeting. If there is no Director present, then the Members present may elect any one of their number to be Chair of the Meeting.

40. The Chair may, with the consent of the Meeting, adjourn any Meeting from time to time, and from place to place, but no business shall be transacted at any adjourned Meeting, other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of the original Meeting, but otherwise it shall not be necessary to give notice of an adjournment or of the business to be conducted at an adjourned Meeting.

How Votes are taken at General Meetings

41. (1) A vote on a resolution proposed at a General Meeting shall be decided by a show of hands unless a poll is duly demanded in accordance with this Article.
- (2) A poll on a resolution may be demanded:
- (a) in advance of the General Meeting where it is to be put to the vote; or
 - (b) at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (3) A poll may be demanded by:
- (a) the Chair of the Meeting;
 - (b) the Directors at the meeting;
 - (c) at least five Members at the meeting who have the right to vote (or their proxies); or
 - (d) one or more Members at the meeting who are entitled to vote (or their proxies) and who have, between them, at least ten per cent of the total votes of all Members who have the right to vote at the meeting.
- (4) Unless a poll is demanded in another way, the Chair of the Meeting will demand a poll if he or she considers that this is necessary to ascertain the true opinion of the Meeting (including those Members who have chosen to vote by proxy) on the matter under consideration.
- (4) A demand for a poll can be withdrawn if the poll has not yet been taken and the Chair consents to the withdrawal.
- (5) Unless a poll is demanded, the declaration of the Chair of the result of the vote and an entry to that effect in the minutes of the Meeting shall be conclusive evidence of the facts and the number or proportion of votes cast in favour of or against need not be recorded.
- (6) A poll may not be demanded on the election of a person to chair a Meeting or on a question of adjournment.

- (7) A poll must be taken at the Meeting at which it was demanded, and shall be conducted in such manner as the Chair of the Meeting directs. The Chair may appoint scrutineers and decide how and when the result of the poll is to be declared. A demand for a poll on a particular matter will not stop a Meeting from continuing to deal with other matters.
- (8) If the votes are equal, either on a show of hands or a poll, the Chair of the Meeting will be entitled to a further or casting vote. This is in addition to any other votes which he or she may have as a Member or as a proxy.

Votes of Members

42. (1) On a vote on a resolution which is carried out by show of hands, the following persons have one vote each:
- (a) each Member present in person and entitled to vote; and
 - (b) subject to section 252(2) of the Companies Act, each proxy present in person who has been duly appointed by one or more Members entitled to vote on the resolution,
- provided that if a person attending the Meeting falls within both of the above categories, he or she is not entitled to cast more than one vote, but shall instead have a maximum of one vote.
- (2) On a vote on a resolution which is carried out by a poll, the following persons have one vote each (subject to Article 13 and Article 42A):
- (a) each Member present in person and entitled to vote; and
 - (b) every Member present by proxy at the meeting and entitled to vote.
- (3) No Member shall be entitled to vote at any Meeting unless all moneys due from such Member to the Club have been paid.
- (4) Any objection to the qualification of any voter must be raised at the Meeting at which the vote is cast, and the decision of the Chair of the Meeting shall be final.

42A.

- (1) Where a vote on a resolution at a General Meeting is carried out on a poll, the votes cast may, if the Directors so decide, include votes cast in advance of the Meeting by post, electronic mail and/or an electronic ballot (being a ballot in which Members entitled to vote have access on a website to a facility for registering their votes).

- (2) If voting in advance is allowed on any resolution, it shall (subject to the Companies Act) be conducted in accordance with such arrangements and procedures as the Directors shall determine.
- (3) The arrangements and procedures referred to in paragraph (2) shall include arrangements to ensure that the voting process is fair, accurate and secure, and (in the case of an electronic ballot) may prescribe the manner in which the authenticity and integrity of the votes of members who vote electronically is to be established, and the consequences of any irregularities occurring in the course of the electronic ballot."

Proxies

43. (1) As an alternative to attending and voting in person, a Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and speak and vote at a General Meeting. A proxy does not need to be a Member.
- (2) A form appointing a proxy must be in writing and signed by the Member appointing the proxy or by an attorney who has been properly appointed in writing. The proxy form shall be in the following form (or in any other form which is commonly used or which the Directors may approve):

"Murrayfield Golf Club, Limited (the "Club")

Iof
being a Voting Member of the Club
hereby appoint:

.....of
as my proxy to attend, speak and vote in my name and on my behalf at the meeting of the Club to be held on20....., and at any adjournment thereof.

I direct my proxy to vote on the following resolutions as I have indicated by marking the appropriate box with an "X":

Resolution	For	Against	Abstain
Resolution 1			
Resolution 2			

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting in relation to any business at the meeting.

Signed:

Dated:"

- (3) Unless a proxy form indicates otherwise, it will be treated as:
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the Meeting; and

- (b) appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
 - (4) A proxy form must be delivered to the Club in accordance with the instructions contained in the notice of meeting at least 48 hours before the time for holding the Meeting or adjourned Meeting to which it relates. Saturdays, Sundays and any days which are public holidays in Scotland are not counted when calculating such 48-hour period. A proxy form which is not delivered in such manner shall be invalid unless the Directors, in their discretion, accept the form at any time before the Meeting.
44. An appointment under a proxy form may be revoked by delivering to the Club a notice in writing given by or on behalf of the Member by whom, or on whose behalf, the proxy notice was given, but such notice only takes effect if it is delivered before the start of the Meeting or adjourned Meeting to which it relates.

Directors

45. There shall be at least four and no more than ten Directors, including the Captain and Vice-Captain. The Club in General Meeting may from time to time, by Ordinary Resolution vary the maximum or minimum number of Directors.

Appointment, Term of Office and Retirement of Directors

46. (1) The Directors shall be elected or appointed:
- (a) by Ordinary Resolution; or
 - (b) by resolution of the Directors in accordance with Article 47.
- (2) Directors elected by Ordinary Resolution at an Annual General Meeting shall commence their term of office at the end of the meeting.
- (3) Subject to paragraph (4) below, Directors shall retire from office at the end of the third Annual General Meeting following their last appointment or reappointment, but may, subject to paragraph (6) and provided they are Voting Members, offer themselves for re-election by the Members.
- (4) The Captain and Vice-Captain shall retire from office at the end of the second Annual General Meeting following their appointment, and they cannot offer themselves for re-election by the Members to their respective office unless the Directors decide that, due to special circumstances, it would be in the best interests of the Club to permit the retiring Captain or Vice-Captain (as the case may be) to offer to be re-elected (a "re-election release"). If a Captain or Vice-Captain is so re-elected, he or she shall hold office only until the next Annual General Meeting, and shall not be eligible for re-election by the Members unless the Directors give a further re-election release. If a Captain or Vice-Captain is so re-elected by the Members, he or she shall hold office only until the next Annual General Meeting, and he or she may not be re-elected.

- (5) The vacancies arising pursuant to paragraph (3) or (4) above or Article 47 may be filled by an Ordinary Resolution passed at the Annual General Meeting.
- (6) A Director who has served for two consecutive terms of office on the basis of paragraph (3) above must take a break from office and may not be re-elected or re-appointed until the earlier of:
 - (a) the first anniversary of the commencement of his or her break from office; and
 - (b) the Annual General Meeting following the Annual General Meeting at which his or her break from office commenced.
- (7) Other than a Director retiring under paragraph (3) or (4) or Article 47 and seeking re-election, no person may be appointed a Director at any General Meeting (whether in place of a retiring Director or as an additional Director) unless that person:
 - (a) is a Voting Member;
 - (b) would not be disqualified under Article 62; and
 - (c) has been nominated in the following way:
 - (i) not less than twenty-one clear days prior to the date of the Meeting, the Club Manager has received a notice signed by two Members entitled to attend and vote at the Meeting which nominates the Member;
 - (ii) the Member nominated must confirm in writing that he or she is willing to be elected, and that confirmation must be included with the nomination.

In addition, the nomination of any Member who intends to stand for the office of Captain or Vice-Captain must indicate this intention.

- (8) The notice of any Annual General Meeting must include details of any persons standing for election or re-election as Directors.
47. the Directors may appoint any Voting Member as a Director (including the office of Vice-Captain or Captain) either to fill a casual vacancy or as an additional Director, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles of Association. Any Director appointed in this way must retire at the first Annual General Meeting after his or her appointment.
48. At the Annual General meeting in each year, the Club may elect from amongst the Membership an Honorary President and one or more Vice-Presidents. There shall be no more than four Vice-Presidents. The persons serving in these roles (collectively, the “office-

bearers”) shall not occupy the position of Directors. No-one may be appointed as an office-bearer unless they have been nominated by the Directors or by Members in the manner specified in Article 46(7)(c) and are willing to be elected. Office-bearers shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election, provided that no office-bearer may serve more than five consecutive years.

Appointment of other Officers

49. (1) The Directors may from time to time appoint a Club Manager, a Treasurer, a Business Manager, a Golf Services Manager, a Club Services Manager and any other officers at such salary and on such terms as they from time to time shall prescribe, and assign to them or that person their respective duties. The Club Manager shall be the Secretary of the Club, unless some other person is appointed by the Directors to perform the duties of Secretary.
- (2) Anything by these Articles of Association required or authorised to be done by or to the Club Manager may, if the office is vacant or there is for any other reason no Club Manager capable of acting, be done by or to any Business Manager, Golf Services Manager or Club Services Manager.

Decision-Making by Directors

50. A Resolution signed by two-thirds of the Directors shall be as valid and effectual as if it had been passed at a Meeting of Directors duly called and constituted.
51. The Captain, and *in absentia* the Vice-Captain, shall preside as Chair at every Meeting of Directors. If at any Meeting, the Captain or Vice-Captain is not present within ten minutes of the time at which it was to start, one of the other Directors, elected by the Directors present, shall preside as Chair of such Meeting.
52. The Directors for the time being may act notwithstanding any vacancy in their number, but if the number of Directors falls below four, they shall, before transacting any business of the Club (emergencies alone excepted), exercise their power under Article 47 to fill up the number of Directors to not less than four.
53. The Directors shall, subject to the provisions of these Articles, regulate their mode of procedure and shall meet at such times and places as they may consider necessary and convenient for the transaction of business, but in any case not less frequently than once every three months. Unless the Directors decide on a different number, the quorum for Directors' meetings is three.
54. All matters (except the election and expulsion of Members) not unanimously agreed upon by the Directors shall be decided by the vote of the majority of those present and, in the case of an equality of votes, the Chair shall have a second or casting vote.

55. Any or all of the Directors, or members of a Committee of Directors, can take part in a Meeting of the Directors or of a Committee:

- (a) by way of a conference telephone, or similar equipment, designed to allow everybody to take part in the Meeting; or
- (b) by a series of telephone calls from the Chair of the Meeting.

Taking part in this way shall be counted as being present at the meeting. A Meeting which takes place by a series of calls from the Chair of the Meeting will be treated as taking place where the Chair is calling from. Otherwise Meetings will be treated as taking place where most of the participants are.

56. All acts done by any Meeting of Directors, or of a Committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
57. A Meeting of Directors for the time being, at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretions by or under regulations of the Club for the time being vested in or exercisable by the Directors generally.

The Seal of the Club and Execution of Deeds by the Club

58. The Club shall not be obliged to have a Common Seal, but the Directors may provide for its safe custody and may make regulations for its use. Every instrument to which the Seal is affixed shall be subscribed on behalf of the Club by two of the Directors, or by a Director and the Secretary.

Powers of Directors

59. Subject to the provisions of Article 74, no Director shall be disqualified by his or her office from contracting with the Club either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Club, in which any Director shall be in any way interested, be declared void, nor shall any Director so contracting, or being so interested, be liable to account to the Club for any profit realised by any such contract or arrangement, by reason of such Director holding that office, or of the fiduciary relation thereby established; but it is declared that the nature of his or her interest must be disclosed by him or her at the Meeting of Directors at which the contract or arrangement is determined on, if his or her interest then exists, or in any case at the first Meeting of Directors after the acquisition of his or her interest, and that no Director shall, as a Director, vote or be counted in the quorum in respect of any contract or arrangement in which he or she is so interested as aforesaid; and if he or she does so vote, his or her vote shall not be counted. But this prohibition shall not apply to any contract by or on behalf of the Club to give the Directors or any of them any security by way of indemnity and this prohibition may at any time or on any occasion be suspended or relaxed to any extent by a General Meeting of the Club.

60. The business of the Club shall be managed by the Directors, who may exercise all such powers of the Club as are not hereby required to be exercised by the Club in General Meeting. The Club in General Meeting may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Directors have done before the passing of the resolution.
61. Without prejudice to the general powers conferred by the last preceding Article, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say:
- (1) To purchase or otherwise acquire for the Club any heritable or moveable property, rights or privileges, which the Club is authorised to acquire, at such price, and generally on such terms and conditions as the Directors shall think fit, and to sell or otherwise dispose of the same by public roup or private bargain, or to lease, mortgage, or burden the same. With additional power to the Directors to borrow without security at their own discretion to an amount not exceeding Fifty Thousand Pounds (£50,000) or ten per cent of the amount of income from Annual Subscriptions shown in the audited accounts of the Club most recently laid before Members in General Meeting prior to the time at which the borrowing is resolved upon by the Directors, whichever is the greater, or such greater sums as may be fixed from time to time by the Club in General Meeting.
 - (2) To appoint, and at their discretion remove or suspend, such officers (other than the Auditor of the Club), clerks, agents, servants and others as the Directors may consider necessary or expedient, in pursuance of or in relation to any of the objects of the Club, and to determine the powers and duties, and to fix the remuneration of such officers and others (other than the Auditor of the Club).
 - (3) To institute, conduct, defend, compound or abandon any legal proceedings by and against the Club or its officers or otherwise concerning the affairs of the Club, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Club.
 - (4) To refer any claims or demands by or against the Club to arbitration and observe, perform, and enforce the awards.
 - (5) To make and give receipts, releases, and other discharges for money payable to the Club and for the claims and demands of the Club.
 - (6) To grant, draw, endorse, accept and negotiate bills of exchange, promissory notes, drafts, cheques and other negotiable instruments, and grant and execute deeds, contracts and other documents on behalf of the Club and use, where considered necessary or proper, the Seal of the Club.

- (7) From time to time to make, vary and repeal such Bye-laws in connection with playing the game of golf on the Course of the Club and with the use of the Clubhouse and other property of the Club, and generally for the regulation of the affairs of the Club as the Directors shall think proper; and such Bye-laws, on being published in the Clubhouse, shall be binding upon the Members until varied, altered, or set aside by the Directors, or by a General Meeting of the Club; provided that no Bye-law or regulation shall be made under this power which would be inconsistent with, or affect or repeal, anything contained in these Articles or the Memorandum of Association of the Club. Without prejudice to the foregoing generality, Bye-laws may make provision for the imposition of fines or penalties for breach of any Bye-law or any provision of these Articles.
 - (8) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Club as the Directors may consider expedient, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Club.
 - (9) To delegate to a Committee of one or more of their number to investigate and report upon, or execute and carry out any special matter falling within the powers of the Directors, with or without power to employ and pay for the services of others in dealing with the matters so committed.
 - (10) To appoint from their number or from the Members of the Club, a Committee or Committees to deal with such business of the Club as the Directors may from time to time remit to it.
- 61A. (1) Subject to these Articles of Association, the Directors may delegate any of the powers which are conferred on them under these Articles:
- (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions,
- as they think fit.
- (2) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
 - (3) The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

Directors Vacating Office

62. A Director shall vacate office in any of the following circumstances:

- (1) if he or she is removed from office by Ordinary Resolution;
- (2) if he or she resigns his or her office by notice in writing to the Club Manager and his or her resignation is accepted by resolution of the Directors;
- (3) if he or she ceases to be a Member entitled to vote at General Meetings;
- (4) when his or her term of office expires;
- (5) if he or she is prohibited by law from being, or ceases to be, a Director under any law;
- (6) if a bankruptcy order is made against him or her;
- (7) a registered medical practitioner who is treating him or her gives a written opinion to the Club stating that he or she has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (8) by reason of his or her mental health, a court makes an order which wholly or partly prevents him or her from personally exercising any powers or rights which he or she would otherwise have;
- (9) if he or she is absent, without permission of the Directors, from Meetings of the Directors for six consecutive months and the Directors pass a resolution removing him or her from office;
- (10) a notice in writing is served upon him or her, signed or authenticated by all of the other Directors, to the effect that his or her office as a Director shall cease on his receipt of such notice;
- (11) if his or her conduct is the subject of an investigation by an inspector appointed by the Secretary of State or by the Serious Fraud Office and the Directors pass a resolution that it is not in the best interests of the Club for him or her to remain a Director; or
- (12) if he or she is convicted of an indictable offence and the Directors pass a resolution that it is not in the best interests of the Club for him or her to remain a Director.

Communications

63. The Club may deliver a notice or other document to a Member:

- (1) by delivering it by hand to the address recorded for the Member in the register of Members;

- (2) by sending it by post in an envelope (with postage paid) to an address recorded for the Member in the register of Members;
- (3) by fax to a fax number notified by the Member in writing;
- (4) by electronic mail to an address notified by the Member in writing;
- (5) by means of a website, the address of which shall be notified to the Member in writing.

This Article does not affect provisions in any relevant legislation or these Articles of Association requiring notices or documents to be delivered in a particular way.

- 64. (1) If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- (2) If a notice or document is sent:
 - (a) by post, it is treated as being delivered 48 hours after it was posted, and in proving such delivery it shall be sufficient to show that the envelope containing the notice or document was properly addressed and put into the post system with postage paid.
 - (b) by fax, it is treated as being delivered at the time it was sent;
 - (c) by electronic mail, it is treated as being delivered at the time it was sent;
 - (d) by means of a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- (3) As regards any Members who, for the purposes of the Register of Members, registers only a postal address that is not within the United Kingdom, a notice, document or other information posted up in the Clubhouse shall be deemed to be delivered to them at the expiration of 24 hours after it is so posted up.
- 65. The proceedings of any Meeting or the making of any decision shall not be invalidated by reason of any accidental omission to give, or any non-receipt of, any notice or other document relating to the Meeting or decision.
- 66. If the Club gives an electronic address in a notice calling a Meeting, or in a proxy form or form relating to voting in advance, sent out by it in relation to the Meeting, it will be deemed to have agreed that any document or information relating to proceedings at the Meeting or to proxies or votes in advance for the Meeting (as the case may be) may be sent by electronic means to that address (subject to any conditions or limitations specified in the notice or form).

- 66A. Any Member changing his or her postal address or e-mail address shall notify the same in writing or by e-mail to the Club Manager. Failing such notification, all notices or other documents posted or sent by e-mail to the old postal or e-mail address shall be held as duly delivered.

Selling and Other Powers

67. The Club may at any time, and from time to time, by Resolution in General Meeting, resolve to sell or feu by public roup or private bargain, lease or surrender or otherwise dispose of the heritable or moveable property or rights of the Club, or any part thereof; and also to borrow money, either on the security of the whole or any part of the heritable or moveable property or rights of the Club, or in any manner whatsoever; and also to redeem the feu-duties and casualties, or any part thereof; and may sell, feu, lease, surrender, or otherwise dispose of such property and rights; and borrow and redeem the feu-duties and casualties accordingly.
68. Every such Resolution as aforesaid, for exercising any of the powers in the immediately preceding Article, shall be carried into effect by the Directors in such a way as they shall deem most expedient and subject also to any specific instructions which may be given in reference thereto by the Meeting at which such Resolution shall be passed.
69. The Directors may raise or secure the repayment of moneys borrowed in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debenture stock, debentures, bonds, standard securities or other security interests, charged upon all or any part of the property or rights of the Club, both present and future.
70. Any debenture stock, debentures, bonds or other securities, may be issued at a premium, discount or otherwise, and with any special privileges as to redemption, surrender, drawings, attending and voting at General Meetings of the Club, appointment of Directors and otherwise.
71. The provisions of Articles 67 to 70 are without prejudice to the powers of the Directors under Article 61(1).

Accounts and Audit

72. The Treasurer of the Club shall, subject to the instructions of the Directors, receive and disburse all moneys due to or by the Club, and keep regular books showing the accounts and transactions of the Club. The accounts of the Club shall be made up by the Treasurer to the 31st day of December each year and a Profit and Loss Account containing an account of the receipts and expenditure during the preceding year or period, and a Balance Sheet, containing a statement of the financial position of the Club, which shall have previously been examined and certified by the Auditor, shall be laid before the first Annual General Meeting of the Club thereafter. The said Profit and Loss Account and Balance Sheet with the Auditor's docquet or report thereon shall be printed and a copy sent to every Member resident within the United Kingdom (excluding Members in the categories of Membership specified in Articles 23 to 26 (inclusive)), not less than fourteen days before the Meeting.

73. An Auditor, who must be a Chartered Accountant in Edinburgh, shall be appointed by the Club at the Annual General Meeting. In the event of a vacancy taking place within the year, the Directors may (notwithstanding Article 61(2)) appoint an Auditor to hold office until the next Annual General Meeting. The Auditor shall not be eligible for appointment as a Director but may be a Member.

Licensing

74. No Director and no manager or servant employed by the Club shall have any personal interest in the sale of alcoholic liquors in or upon the Club premises, or in the profits arising from such sale.
75. Visitors shall not be supplied with alcoholic liquors in the Club premises unless on the invitation and in the company of a Member, and the Member shall, upon the admission of such visitor to the Club premises, enter his or her own name and the name and address of any such visitor in a book which shall be kept for the purpose, and which shall show the date of each visit. No alcoholic liquors shall be sold or supplied to any person under eighteen years of age. No Member may introduce more than 10 guests at any one time for the supply of alcohol.
76. No alcoholic liquor shall be sold or supplied in the Club premises for consumption off the premises, except to a Member for consumption by him or her.
77. For the avoidance of doubt, the word "Member" in Articles 75 and 76 includes Members of any category admitted to Membership in terms of these Articles, excluding always Junior Members and Mini-Junior Members.

Directors' Indemnity and Insurance

78. (1) Subject to paragraph (2), a relevant Director may be indemnified out of the Club's assets against:
- (a) any liability incurred by that Director in connection with any negligence, breach of duty or breach of trust in relation to the Club;
 - (b) any liability incurred by that Director in connection with the activities of the Club in its capacity as a Trustee of an occupational pension scheme (as defined in section 325(6) of the Companies Act);
 - (c) any other liability incurred by that Director as an officer of the Club.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or any other provision of law.
- (3) In this Article a "relevant Director" means any Director or former Director of the Club.

79. (1) The directors may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant officer in respect of any relevant loss.
- (2) In this Article:
- (a) 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 Club; and
 - (b) a “relevant officer” means any Director or Club Manager, or former Director or Club Manager of the Club.

SCHEDULE

Mini-Junior Members

1. Mini-Junior Membership

The Directors may, in their discretion, admit boys and girls who satisfy the eligibility requirements set out in paragraph 2 below as Mini-Junior Members of the Club in accordance with this Schedule.

2. Eligibility for Admission

The requirements referred to in paragraph 1 are:

- (a) the boy or girl is, at the time of admission, at least five, and has not attained their eleventh birthday;
- (b) the boy or girl has applied for Mini-Junior Membership in the form prescribed by the Directors from time to time;
- (c) the application for membership has been proposed and seconded, in the same way as would be required if the application was for Junior Membership; and
- (d) the application has been approved by the Directors.

3. Waiting List

- 3.1 The Directors may place applicants' names on a Waiting List for Mini-Junior Membership.
- 3.2 No fee shall be charged for placing or maintaining an applicant's name on the Waiting List for Mini-Junior Membership.
- 3.3 At the same time as the name of an applicant is placed on the Waiting List for Mini-Junior Membership, it shall be placed on the Waiting List (if any) for Junior Membership, if not already on such list. On admission to Mini-Junior Membership, an applicant's name shall be removed from the Waiting List for Junior Membership.

4. Subscriptions

A Mini-Junior Member shall pay an Annual Subscription equal to half the Annual Subscription payable by a Junior Member.

5. Playing Rights

Mini-Junior Members shall be allowed to play over the Course of the Club in accordance with such rules as the Directors may prescribe and post up in the Clubhouse. The rules may include stipulations regarding:

- (a) playing times;

- (b) the golfing ability (actual or potential) of the Mini-Junior Member concerned;
- (c) attainment of a Mini-Junior Membership handicap;
- (d) adult supervision of the Mini-Junior Member while playing over the Course or upon Club premises; and
- (e) such other matters as the Directors may determine.

6. Priority for Admission to Junior Membership

- 6.1 In the admission of Junior Members, applications by Mini-Junior Members who have current Mini-Junior handicaps shall be given priority over other applications.
- 6.2 Article 23(3) shall take effect subject to the provisions of paragraph 6.1 hereof.

7. Supplemental

Article 23(2) shall take effect in relation to Mini-Junior Members.