

**THE COMPANIES ACT 2006  
SPECIAL RESOLUTION**

**SKI CLUB OF GREAT BRITAIN LIMITED**

**ADOPTION OF NEW MEMORANDUM AND ARTICLES OF ASSOCIATION**

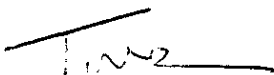
At the Annual General Meeting of the members of the above named company, duly convened and held at 57-63 Church Road, Wimbledon, SW19 5SB on 24<sup>th</sup> November 2011 at 7pm.

The following Special Resolution was duly passed:

That the existing memorandum and articles of association in their entirety be removed and substituted for the new articles of association attached to this resolution.

DATED: 24<sup>th</sup> November 2011

SIGNED:



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Company Secretary – Ski Club of Great Britain Limited

FRIDAY



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A15 22/09/2017 #473  
COMPANIES HOUSE

**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION OF  
SKI CLUB OF GREAT BRITAIN LIMITED**

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1. The name of the Company is Ski Club of Great Britain Limited referred to in this Memorandum of Association as 'the Club'. Unless stated to the contrary within this document, words and expressions shall have the same meaning as set out in the Articles of Association of the Club.
2. The registered office of the Club shall be situated in England.
3. The objects for which the Club is established are:
  - 3.1 To acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as the Ski Club of Great Britain and to indemnify the Ski Club of Great Britain, its officers, Members, members of its council and any committees, its representatives and its employees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of the Ski Club of Great Britain and in respect of all liabilities, obligations and commitments (whether legally binding or not) of the Ski Club of Great Britain and also in respect of the costs and expenses and outgoings arising from or attributable to the transfer of assets and undertaking;
  - 3.2 To encourage skiing, snowboarding and other snowsports in all their forms;
  - 3.3 To promote recreational skiing snowboarding and other snowsports and also to promote and provide touring on skis, snowboards, ski mountaineering and exploration;
  - 3.4 To further technical skill on skis, snowboards and on snowcraft;
  - 3.5 To promote safety awareness and skiing codes of conduct;
  - 3.6 To organise skiing, snowboarding and other snowsports activities for members' participation and development of their technical skill, and to organise grading and testing systems;
  - 3.7 To print, publish and issue any newspapers, publications, periodicals, newsletters, books, articles or leaflets;
  - 3.8 To maintain a skiing library;
  - 3.9 To perform the above functions in relation to other sports and pastimes carried out on snow, such as snowboarding, snowblading or any other form of sliding on snow;

- 3.10 To perform the above functions in respect of skiing and other sports and pastimes carried out on other natural and fabricated surfaces;
- 3.11 To hold meetings, lectures, dinners and other entertainment;
- 3.12 To liaise and co-operate with other skiing, snowboarding and snowsports bodies and clubs in the interests of the Members;
- 3.13 To provide and arrange insurance services, travel facilities and other services for Members;
- 3.14 To do all such other things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Clause 3.

4. In furtherance of the above objects the Club shall have the following powers:

- 4.1 To form companies and other entities for the purpose of carrying out or promoting the objects of the Club;
- 4.2 To adopt such means of making known and advertising the activities of the Club as may seem appropriate;
- 4.3 To purchase, lease or otherwise occupy and use, hold, sell or lease any freehold or leasehold property, undertaking or assets (or part thereof) on such terms as may be thought fit and to execute any document and to do all such acts or things which may be needed for the efficient management, development and administration of such property or assets;
- 4.4 To lend and advance money or give credit on such terms as may seem expedient and, with or without security, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Club may approve and to secure or guarantee the payment of any sums of money or the performance of any obligations by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Club may think fit;
- 4.5 To apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, licences, trade marks, designs, other intellectual property rights, protections and concessions and to disclaim, alter, modify, use and turn to account the same;
- 4.6 To raise and receive money for the purposes of the Club by borrowing on such terms and on such securities as may be thought fit and by subscriptions, sponsorships, guarantees, gifts or donations in response to public or private appeals or otherwise and in relation to such gifts or donations to accept the same either unconditionally or subject to such conditions as may be agreed but so that no conditions shall be inconsistent with the terms or provisions of this Memorandum of Association;
- 4.7 To invest the monies of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- 4.8 To engage and pay upon such reasonable and proper terms as may be thought fit any person or persons whether on a full-time basis or as consultant or employee to supervise, organise, carry on the work of and advise the Club;
- 4.9 To make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
- 4.10 To undertake and execute charitable trusts and to act as trustee for any association, competition, club or other organisation, and as such trustee to hold any real or personal property upon such trusts and with and subject to such powers and provisions as shall be thought fit;

- 4.11 To subscribe out of the funds of the Club to any fund, company, society, club or institution, charitable or otherwise, and in such manner as shall be thought fit;
- 4.12 To amalgamate or co-operate with any companies, institutions, societies, associations, clubs or other bodies having all or any of their objects similar to or compatible with any of the objects of the Club;
- 4.13 To carry on any other activity which can be advantageously carried on in connection with or ancillary to any of the above-mentioned activities or as may directly or indirectly advance the interests of the Club;
- 4.14 To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments and to operate bank accounts;
- 4.15 To act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or associations as may be thought to advance the interests of the Club and to vest any property of the Club in any person or association on behalf of the Club and with or without any declaration of trust in favour of the Club;
- 4.16 To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Club to carry any of its objects into effect or for extending any of the powers of the Club or for effecting any modifications of the constitution of the Club or for any other purpose which may be thought expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Club;
- 4.17 To pay for any rights or property acquired by the Club and to remunerate any person or association, whether by cash payment or by any other method that may be thought fit;
- 4.18 To establish or promote associations and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on all or any of the shares, debentures, debenture stock or other securities or obligations of any association, company or undertaking and to pay or provide for brokerage, commission and underwriting in respect of any such issue on such terms as may be thought fit;
- 4.19 To co-ordinate, finance and manage all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of the Club and generally to carry on the activities of a holding company;
- 4.20 To carry on through any subsidiary or associated company any activities which the Club is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as may be thought fit;
- 4.21 to effect insurances against the risk of loss to the Club, or against risk or accident to any servants of the Club in the course of their employment by the Club or to any persons while participating in any way in the pursuit of skiing and other sports and pastimes carried out on snow or in connection with promoting, fostering or developing the pursuit of skiing and other sports and pastimes carried out on snow, and to pay premiums on any such insurance;
- 4.22 to pay out of funds of the Club or agree to pay all or any of the promotion, formation and registration expenses of the Club;
- 4.23 to make any donations in cash or assets or establish or aid in the establishment of or contribute to or support any public, general, political, charitable, benevolent or useful object which is thought to be in the interests of the Club or its Members to contribute to or to support;

- 4.24 to do all or any of the things stated in Clause 3 and this Clause 4 whether as principal, agent or trustee or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise;
  - 4.25 to do all such things as are incidental or conducive to the attainments of the objects of the Club or any of them.
5. The income and property of the Club shall be applied solely towards the promotion of its objects as set out in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Club and no Council Member shall be appointed to any office of the Club paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Club. Provided that nothing herein shall prevent any payment in good faith by the Club:
- 5.1 of reasonable and proper remuneration to any Member, servant or consultant of the Club in return for any services actually rendered to the Club; or
  - 5.2 to any Council Member being a solicitor or other person engaged in any profession of all usual professional or other charges for work (if commissioned by the Club) done by him or his firm in connection with the work of the Club; or
  - 5.3 by way of payment of interest on money lent by a Member of the Club or its Council Members at a rate not exceeding the base rate of National Westminster Bank PLC; or
  - 5.4 to any Council Member of reasonable out-of-pocket expenses in accordance with Article 64; or
  - 5.5 of any premium in respect of the purchase and maintenance of any indemnity insurance to cover the liability of Council Members (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Club, provided that any such insurance shall not extend to any claim which the Council Member or Members knew or ought reasonably to have known was a breach of duty or a breach of trust.
6. The liability of Members is limited.
- 7.1 Every Member of the Club undertakes to contribute to the assets of the Club, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liability of the Club contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding (£1.00) one pound.
- 7.2 If upon the winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the Members of the Club equally.

## THE COMPANIES ACT 1985

### **COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

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### **ARTICLES OF ASSOCIATION OF SKI CLUB OF GREAT BRITAIN LIMITED**

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#### GENERAL

1. In these Articles of Association the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

#### WORDS

the Act

Articles

The Association

Bye-laws

Chairman

Clear days

Club

Communication

Council

Council Member

Elected Council Members

Electronic communication

Executed

Member

Office

Officers

President

#### MEANINGS

The Companies Act 1985 as amended by the Companies Act 1989 and as further modified by any statutory modification or re-enactment thereof for the time being in force.

These Articles of Association.

The unincorporated association called the Ski Club of Great Britain.

Those resolutions of the Council relating to the regulation of the internal affairs of the Club.

The person elected from time to time to be the chairman of the Council in accordance with Article 33.

In relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it takes effect.

The above-named Company.

The same meaning as in the Electronic Communications Act 2000.

The Council of the Club as constituted from time to time under these Articles and any rules made pursuant thereto, the members of which shall be the directors of the Club for the purpose of the Act.

A member of the Council appointed or elected from time to time pursuant to and in accordance with the Articles.

Those Council Members elected to the Council from time to time in accordance with Article 36.

The same meaning as in the Electronic Communications Act 2000.

Includes any mode of execution.

Any member of the Club.

The registered office of the Club.

The President, Chairman and Treasurer.

The person elected from time to time to be the president of the Club.

Regulations	Those resolutions of the Council intended to regulate its own proceedings or those of any sub-committee or otherwise intended to establish procedures or requirements for the exercise of any power or duty respectively of or by the Council and any sub-committee.
Seal	The Common Seal of the Club.
Secretary	The company secretary of the Club or any other person appointed to perform the duties of the company secretary of the Club pursuant to Section 283 of the Act, including a joint, assistant, or deputy secretary.
Senior Employee	The person appointed from time to time to be the Senior Employee of the Club in accordance with Article 66.
Treasurer	The person elected from time to time to be the treasurer of the Club in accordance with Article 33.
Voting Member	a Member entitled to vote at general meetings of the Club.

Expressions referring to writing shall, unless contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Club.

In these Articles, words importing one gender include all other genders and words importing the singular include the plural and vice versa.

Words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

Headings are inserted for convenience only and do not affect the construction of these Articles.

## OBJECTS

- The Club is established for the objects expressed in the Memorandum of Association.

## MEMBERSHIP

- The number of Members with which the Club proposes to be registered is unlimited.
- The provisions of Section 352 of the Act or any statutory modification or re-enactment thereof shall be observed by the Club and every member of the Club (not having subscribed to the Memorandum and Articles of Association or otherwise being an initial Member as set out in Article 6) shall submit an application for membership in such form and containing such particulars as the Council may from time to time determine and on paying the appropriate entrance fee, if any, and annual subscription as specified by the Council. The Council and its representatives may refuse any applications on such grounds as it sees fit on which it shall have absolute discretion. Notwithstanding the provisions above, no person may be admitted to membership of the Club or to any of the privileges of membership without an interval of at least two days between their application for membership and their admission except in the case of Members made outside the United Kingdom. Members (other than Youth Members) must have attained the age of 18 years.
- Honorary Members  
The Council shall have the power by a unanimous vote of those present and voting to elect honorary Members. Honorary Members shall be exempt from payment of any entrance fee or subscription. The name of any person proposed under this

Article must appear on the agenda for the Council meeting at which the proposal is to be considered. Honorary Members shall be entitled to vote in person or by proxy at any general meeting of the Club.

#### 5.2 Invitation Life Membership

- (i) The Council shall have the power by a unanimous vote of those present and voting to invite any person who has rendered services to skiing or to the Club to become an invitation life Member and may waive his entrance fee or subscription or both in whole or part. The number of persons to be elected under this rule shall not exceed five in any year.
- (ii) The Council shall have power by a similar vote to waive in whole or part all future subscriptions in the case of an existing member who has rendered service to skiing or to the Club such person then to be an invitation life Member.

#### 5.3 Members

Any person of any nationality with an interest in the snowsports objectives of the Club shall be eligible for membership of the Club on payment of the appropriate membership fee and subject to Article 4.

#### 5.4 Youth Membership

- (i) Youth Members under the age of 18 shall not (for the avoidance of doubt) be entitled to receive notice of general meetings or receive accounts or attend and vote at any general meeting or be eligible to serve on the Council but otherwise shall enjoy all the privileges of membership.
- (ii) Youth Members under the age of 18 may not enter the bar at the Clubhouse unless accompanied by a Member aged over 18 years and they may not buy intoxicating liquor at the bar.
- (iii) On attaining the age prescribed by the Council from time to time as the upper age limit for youth membership, the youth Member shall automatically become a Member.

#### 5.5 Family Membership

- (i) For the purposes of family membership a family shall comprise either:
  - (a) a husband and wife; or
  - (b) both parents and one or more children under the age of 24 years; or
  - (c) one parent and one or more children under the age of 24 years.
  - (d) such other family or household arrangements as the Council may approve from time to time.
- (ii) Family Members shall be entitled to receive all the privileges of ordinary or youth membership whichever shall apply excepting that the family shall be entitled to receive only one set of publications.
- (iii) Family Members aged under 18 shall be subject to the same restrictions as youth Members aged under that age.
- (iv) For the purposes of voting at a general meeting of the Club, family membership shall confer the right to vote in person or by proxy on each person who is covered by a family membership who is over the age of 18 provided that the maximum number of votes per family membership shall be two. In the event that more than two persons within a family membership shall seek to vote in person or by proxy at any general meeting of the Club the right to vote shall be determined in accordance with the order in which the names of the relevant Members of the family are recorded in the Club's records.

#### 5.6 Other Membership

The Council may create and allow such other categories of membership at such entrance fees and annual subscriptions and on such terms as Council may from time to time determine. Such other categories may include social Members and resort worker Members. The Council may disband any such category of membership so created. Members in such additional categories shall not be entitled to receive notice of or attend and vote at any general meetings of the Club or receive accounts or be eligible to serve on the Council.

5.7 Affiliations and Associations

The Council shall have power to accept a club or commercial concern for affiliation or association with the Club. Every corporation and unincorporated association which is admitted to membership may exercise such powers as are described by Section 375 of the Act.

6. The initial membership of the Club shall be as follows:

- (a) The subscribers to the Memorandum and Articles of Association of the Club; and
- (b) Every person who at the date of the transfer of the assets and liabilities of the Association to the Club was an ordinary Member or a junior Member or a family Member or an other Member of the Association and who shall have consented to become a Member whether in writing or by payment of subscription; and
- (c) The honorary Members and invitation life Members of the Association.

7. SUBSCRIPTIONS

Subject to any express provisions of these Articles every Member shall pay such entrance fee (if any) and such annual subscription as may be approved from time to time by the Council.

- 8. 8.1 Any Member may resign as a Member on giving written notice to the Secretary to that effect.
- 8.2 If a Member shall resign he shall not be entitled to exercise any of the rights conferred on him by these Articles or the Act and his name shall be erased from the Register of Members.
- 8.3 If a Member shall fail to pay his subscription when the same is due he shall not while such subscription remains unpaid be entitled to exercise any of the rights conferred on him by these Articles or the Act and if one month (or such other period as the Council may decide from time to time) after the date on which the subscription should have been paid the same shall remain unpaid in whole or in part his name shall be erased from the Register of Members but the Council may waive, vary or suspend this provision at any time and in any particular case.

9. WITHDRAWAL OF MEMBERSHIP

- 9.1 The Council may at any time by written notice sent by pre-paid post to his last known address request a Member to withdraw from membership of the Club. Such notice shall be sent only if the majority of the Council present and voting at a properly convened and constituted meeting of the Council so decides and must specify the reason for the request and advise the Member of his rights to make representations to the Council.
- 9.2 Any Member requested to withdraw from membership of the Club by the Council shall be entitled to submit written representations to the Council as to why he should remain a Member, such representations to be delivered to the Secretary within one calendar month of the date of the notice requesting him to withdraw.
- 9.3 If any Member requested to withdraw from membership under Article 9.1 shall fail to deliver to the Secretary written representations as to why he should remain a

Member within the time for so doing that Member shall thereupon cease to be a Member and his name shall be erased from the Register of Members.

- 9.4 Any Member who is requested to withdraw from Membership under Article 9.1 and shall make written representations within the time for so doing shall remain a Member until such time as a properly convened and constituted meeting of the Council shall consider such representations and confirm or reverse its decision.
- 9.5 In the event of the Council confirming its decision following the consideration of the representations made by such Member, that Member shall thereupon cease to be a Member and his name shall be erased from the Register of Members and he shall be notified accordingly.
10. The rights and liabilities of Members shall not be transferable.
11. Membership shall cease on death provided that family membership shall continue notwithstanding the death of a member of the relevant family.
12. In the event of termination of membership for any reason no refund of subscription or entry fees shall be payable by the Club unless otherwise determined by the Council.
13. GENERAL MEETINGS
- 13.1 The Club shall hold a general meeting in every calendar year as its annual general meeting at which the Chairman shall present the annual report and the Treasurer shall present the annual accounts and at which auditors shall be appointed in accordance with the Act.
- 13.2 The annual general meeting shall be held between the dates 1st September and 30th November but subject thereto the annual general meeting shall be held at such time and place as may be determined by the Council and shall be so described in the notice calling it.
14. All general meetings other than the annual general meeting shall be called extraordinary general meetings. The Council may call general meetings and, on the requisition of one-tenth of the Members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. Such requisition must state the object of the meeting. If there are not within the United Kingdom sufficient Council Members to call a general meeting, any Council Member or the Secretary may call a general meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

15. 15.1 All business transacted at a general meeting shall be classified as ordinary or special:
- (a) consideration of the annual accounts and the reports of the Council, the Chairman and the auditors, the election of the Officers and Elected Council Members and the appointment of, and the fixing of the remuneration of, the auditors at an annual general meeting shall be deemed ordinary business;
  - (b) all other business transacted at an annual general meeting for which neither an extraordinary resolution nor a special resolution is required by the Act shall also be deemed ordinary business;
  - (c) all other business transacted at an annual general meeting and all business transacted at an extraordinary general meeting shall be considered special business.
- 15.2 At all general meetings only the business notified in the agenda shall be transacted and any amendments to motions set out in the agenda must be kept within the terms of the motion and the chairman of the meeting shall have the power to veto any amendment which substantially alters the intention of the motion.

- 15.3 Notwithstanding Article 15.2 nominations for any office for which no valid nomination has been received by the Senior Employee in advance of the general meeting may be made from the floor and voted on at an annual general meeting and in such cases it shall be sufficient for one Voting Member to propose and one Voting Member to second the nomination.
- 15.4 Proposals other than those set out in Article 15.1(a) may be made from the floor at a general meeting and the chairman of the meeting may take a vote on such a proposal amongst that proportion of the Voting Members present at the general meeting but such a vote shall not be binding on the Council, nor shall it be considered as or deemed to be a resolution of the Club.
16. 16.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided a general meeting shall be considered quorate when there are in attendance not less than 20 Voting Members.
- 16.2 If within 30 minutes from the time appointed for the holding of a general meeting a quorum is not 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 Council Members may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
17. The President shall preside as chairman at every general meeting at which he is present but if he is not present or is unwilling to chair the meeting his place shall be taken by the Chairman but if the Chairman is not present or willing to act, the chair shall be taken by some other Council Member and the choice as to which Council Member shall chair the meeting shall be made by those Council Members present but in the event of all Council Members present being unwilling to act as chairman or unable to agree on the appointment the Voting Members present shall choose a Council Member or some other person eligible to be a Council Member who shall be present to act as chairman provided he agrees.
18. The chairman of the general meeting may, with the consent of any such meeting at which a quorum is present (and shall if so directed by such a quorate meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting but where the adjournment is for less than 30 days the Members shall not be entitled to any notice of the adjournment.
19. The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without fixing a day for the meeting or to another time or place where it appears to him that:
- (a) Members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
  - (b) the conduct of the persons present prevents or is likely to prevent the orderly continuation of business; or
  - (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
20. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special or extraordinary

resolution, no amendment thereto (other than a mere clerical amendment to correct a typographical error) may in any event be considered or voted upon.

#### VOTING PROCEDURES AT GENERAL MEETINGS

21. Any resolution put to the vote at a general 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 demanded either by the chairman of the meeting or by three Voting Members present in person or by proxy.
22. Unless a poll is duly demanded a declaration by the chairman of the meeting 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. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
24. A poll shall be taken at such time and place and in such manner as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
25. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
26. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
27. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.
28.
  - 28.1 Subject to Article 5.5(iv) in the case of a vote by a show of hands every Voting Member present in person or by proxy shall have one vote.
  - 28.2 Subject to Article 5.5(iv) in the case of a vote conducted by way of a poll every Voting Member present in person or by proxy shall have one vote.
  - 28.3 In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.
29.
  - 29.1 A Voting Member aged not less than 18 years shall be entitled to appoint another Voting Member aged not less than 18 years as his proxy to speak and vote for him at a general meeting.
  - 29.2 The form of proxy shall be in the terms approved by the Council and shall be the form provided to Members with the notice of the meeting.

- 29.3 The appointment of a proxy whether by an instrument in writing or contained in an electronic communication (if permitted by the Council) shall be deemed to confer on that proxy authority to demand or join in demanding a poll.
- 29.4 A Voting Member appointing a proxy may include specific instructions as to how the proxy shall vote on named motions appearing on the agenda or confer a discretion on the proxy.
- 29.5 The appointment of a proxy (whether by an instrument in writing or contained in an electronic communication (if permitted by the Council)) must be received by the Secretary not less than 48 hours before the general meeting to which it relates.
30. Any Voting Member who has not at the time of any general meeting of the Club paid all subscriptions then due to the Club shall not be entitled to speak or vote, whether in person or by proxy at such general meeting.
31. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.
32. 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 of the meeting whose decision shall be final and conclusive.
33. OFFICERS
- 33.1 The Officers of the Club shall consist of;
- (a) the President;
  - (b) the Chairman;
  - (c) the Treasurer.
- 33.2 The Council may appoint such other honorary officers on such terms as it may from time to time think fit. For the avoidance of doubt, such officers shall not be Council Members by virtue of their appointment as officers.
- 33.3 (i) The Officers shall except with the consent of Members at the annual general meeting be nominated from Members of the Club who have served or are serving on the Council. They shall retire at each annual general meeting and shall be eligible for re-election providing that no individual shall serve as Chairman for more than five years in succession. The positions of President and Treasurer shall not be held for more than five years in succession except with the consent of Members at the annual general meeting. The Officers shall serve for a one-year term from the annual general meeting at which they are appointed. The Officers shall remain in office until their successors have been appointed.
- (ii) The Council itself shall propose candidates to fill the positions of Officers and the names so proposed shall be posted to each Member of the Club at least 21 clear days' before the date of the annual general meeting. Any Voting Member may propose persons to be appointed as Officers provided written notice is given to the Secretary not later than three calendar months before the annual general meeting and signed by at least 20 Members one of whom must be a current Council Member and accompanied by the written consent of the Member proposed.

34. The President, Chairman and Treasurer of the Association at the date of incorporation of the Club shall be the first President and Chairman and Treasurer of the Club and shall hold office until such time as they would have remained in such office in the Association.

#### COUNCIL

35. 35.1 The Council shall consist of the Officers and the Elected Council Members.  
35.2 No person shall be eligible to serve on the Council unless that person is a Member.  
35.3 The members of the council of the Association at the date of incorporation of the Club shall be the first Council Members and each shall continue to serve until such time as they would have served in the Association.
36. The Elected Council Members shall be not more than eight in number and shall be elected by the Members at the annual general meeting. At every annual general meeting one quarter, or if their number is not four or a multiple of four either one or two, at the discretion of the Council, of the Elected Council Members for the time being shall retire from office and shall not (subject to Articles 38 and 42) be eligible for re-election. The Elected Council Members to retire in each year shall be those who have been longest in office (whether in the Association or in the Club) since their last election but as between Elected Council Members who became Elected Council Members on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot. New Elected Council Members to fill vacancies shall be elected to the Council at each annual general meeting by ballot unless the number of Elected Council Members duly proposed does not exceed the number of vacancies, when they shall be declared elected unopposed by the chairman of the meeting. The Council may propose candidates as Elected Council Members. Any two Members of the Club may propose a candidate as an Elected Council Member by giving notice in writing to the Secretary accompanied by the written consent of the Member so proposed not later than three calendar months before the annual general meeting. The names of all candidates so proposed together with a summary of their reasons for proposal shall be sent out with the agenda and shall be posted in the Club at least 21 clear days' before the meeting. The Elected Council Members shall remain in office until their successors have been appointed.
37. An Elected Council Member who in the previous year failed to attend at least one half of the meetings of the Council shall cease to be an Elected Council Member unless the Council itself shall otherwise resolve.
38. No Member who has been an Officer or served as an Elected Council Member (other than to fill a casual vacancy) shall be eligible for election as an Elected Council Member until three years have elapsed since he last served as a Council Member.
39. No member of staff or employee of the Club may stand for election as an Elected Council Member or an Officer.
40. No Member of the Club having (in the sole opinion of the Council) a material business or professional relationship with the Club may stand for election as an Elected Council Member or Officer. If a Council Member should acquire a business or professional relationship with the Club after election or co-option then he must immediately disclose this to the Council, which shall decide whether that relationship is material (in its sole opinion). If required by the Council, the Council Member shall forthwith resign as a Council Member.
41. The Council may invite persons to attend Council meetings as observers. Such observers may be included in discussions but shall have no right to vote.
42. If a casual vacancy occurs amongst the Officers or Elected Council Members the Council itself may fill the vacancy and the Council Member so appointed shall retire at such time as

the person who was replaced was due to retire. Such a Council Member shall then be eligible for re-election.

43. Without prejudice to the provisions of section 303 of the Act, the Members may by ordinary resolution remove any Council Member before the expiration of his period of office, and may by an ordinary resolution appoint another suitably qualified person in his stead; but any person so appointed shall retain his office so long only as the Council Member in whose place he is appointed would have held the same if he had not been removed.

#### DISQUALIFICATION AND REMOVAL OF COUNCIL MEMBERS

44. The office of a Council Member shall be vacated if:
- (a) he ceases to be a Member;
  - (b) he ceases to be a Council Member by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
  - (c) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (d) he is, or may be, suffering from mental disorder and either:
    - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
  - (e) he resigns his office by notice to the Club; or
  - (f) he is removed from office by a resolution duly passed pursuant to section 303 of the Act; or
  - (g) he is removed from office by three quarters' majority of Council Members present and voting at the Council meeting at which the resolution is proposed.

Section 293 of the Act shall not apply.

#### POWERS AND DUTIES OF THE COUNCIL

45. The activities of the Club shall be governed by the Council who may pay all expenses incurred in promoting and registering the Club and may collectively as the Council exercise all such powers of the Club as may be prescribed by the Club in general meeting and are not by the Act or by these Articles required to be exercised by the Club in general meeting subject nevertheless to the provisions of the Act and these Articles not being inconsistent with the aforesaid provisions; but no resolution made by the Club in general meeting shall invalidate any prior act of the Council which would have been valid if the resolution had not been made.
46. In the absence of any expression to the contrary in the Articles, bye-laws, rules or any regulations, standing orders or decisions of the Council Members, a matter shall be carried if supported by a simple majority of the Council Members present and voting.

#### COUNCIL MEMBERS' APPOINTMENTS AND INTERESTS

47. The Club may not enter into any agreement or arrangement with any Council Member for his employment by the Club or for the provision by him of any services outside the scope of the ordinary duties of a Council Member.

48. Subject to the provisions of the Act, and provided that he has disclosed to the Council Members the nature and extent of any material interest of his, a Council Member notwithstanding his office:
- (a) may be party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise interested;
  - (b) may be a director or other officer of, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Club or in which the Club is otherwise interested; and
  - (c) shall not, by reason of his office, be accountable to the Club for any benefit which he derives from any such office or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
49. For the purposes of these Articles:
- (a) a general notice given to Council Members that a Council Member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Council Member has an interest in any such transaction of the nature and extent so specified; and
  - (b) an interest of which a Council Member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### PROCEEDINGS OF COUNCIL

50. The Council may meet together for the despatch of business adjourn or otherwise regulate by standing orders or in any other way their meetings as they think fit. A Council Member may, and the Secretary at the request of a Council Member shall, call a meeting of the Council Members. It shall not be necessary to give notice of a meeting to a Council Member who is absent from the United Kingdom. Questions arising at any meeting shall be decided by a majority of votes. The chair at meetings of the Council shall be taken by the Chairman or in his absence by a Council Member selected by the Council. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.
51. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities' powers and discretions by or under these Articles for the time being vested in the Council generally.
52. The quorum necessary for the transaction of business of the Council shall be four Council Members.
53. All acts bona fide done by any meeting of the Council or any sub-committee or by any person acting as a Council Member shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Council Member or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Council Member
54. A resolution in writing signed by all the Council Members for the time being or by all the members for the time being of any sub-committee who were entitled to receive notice of a meeting of the Council or of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Council or a sub-committee duly convened and held.

55. Any Council Member may participate in a meeting of the Council by means of conference telephone or similar communications equipment (including video/computer telephone systems) whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner shall be deemed to constitute presence in person at such meetings. A person so participating shall be deemed to be present at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting is.
56. Save as otherwise provided by the Articles, a Council Member shall not vote at a meeting of the Council or of a committee of Council Members on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Club unless his duty arises only because the case falls within one or more of the following paragraphs:
- (a) The resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Club or any of its subsidiaries;
  - (b) The resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Club or any of its subsidiaries for which the Council Member has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
  - (c) His interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Club or any of its subsidiaries, or by virtue of his being, or intending to become, a participator in the underwriting or sub-underwriting of an offer of any such debentures by the Club or any of its subsidiaries for subscription, purchase or exchange.
- For the purposes of this regulation, an interest of a person who is, for any purposes of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Club), connected with a Council Member shall be treated as an interest of the Council Member.
57. A Council Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
58. The Club may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Council Member from voting at a meeting of Council Members or of a committee of Council Members.
59. Where proposals are under consideration concerning the appointment of two or more Council Members to offices of employment with any body corporate in which the Club is interested the proposals may be divided and considered in relation to each Council Member separately and (provided he is not for another reason precluded from voting) each of the Council Members concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
60. If a question arises at a meeting of Council Members or of a committee of Council Members as to the right of a Council Member to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Council Member other than himself shall be final and conclusive.

#### POWERS OF COUNCIL TO DELEGATE

61. The Council may delegate any of its powers to any committee consisting of one or more Council Members. The Council may also delegate to any paid employee such of their powers as the Council considers desirable to be exercised by him. Any such delegation may be made subject to any conditions the Council may impose, and either collaterally with or to the exclusion of their own powers, any may be revoked or altered. Subject to any

such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Council so far as they are capable of applying.

62. The Council for the time being may act notwithstanding any vacancy in their body provided always that in case the Council shall at any time be or be reduced in number to less than four it shall be lawful for them to act as the Council for the purposes of admitting persons to membership of the Club, filling up vacancies in the Council or of summoning a general meeting but not for any other purpose.
63. The Council shall have the power to invite persons to become patrons of the Club. Such patrons shall have such rights and privileges as the Council shall determine from time to time.
64. The Council Members may be paid such travelling, hotel and other expenses properly incurred by them in connection with the discharge of their duties as the Council shall decide.

#### SECRETARY

65. Subject to the provisions of the Act, the Council shall have power to appoint and from time to time remove the Secretary on such terms and conditions as the Council shall from time to time determine.

#### SENIOR EMPLOYEE

66. The Council may appoint a person to be the Senior Employee on such terms and for such period as it thinks fit and may delegate to the Senior Employee such of its powers as it thinks desirable to be executed by him. For the avoidance of doubt, the Council may delegate the day-to-day running of the Club to the Senior Employee. The Senior Employee shall be invited to all Council and general meetings but shall not be entitled to vote thereat.

#### MINUTES

67. The Council shall cause minutes to be made in books provided for the purposes of
  - (a) all appointments made by the Council;
  - (b) the names of the Council Members present at each meeting of the Council and of any sub-committee;
  - (c) all resolutions and proceedings at all meetings of the Club and of the Council and of any sub-committee.

Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

#### SEAL

68. The Council shall provide for the safe custody of the Seal and the Seal shall not be affixed to any deed or document except by the authority of a resolution of the Council and in the presence of any two Council Members or any one Council Member and the Secretary both of whom shall sign every instrument to which the Seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Club such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.
69. 69.1 The Council Members shall cause accounting records of the Club to be kept in accordance with section 221 of the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered). The accounting records of the Club and any minutes of the meetings of the Club and of the Council and other Committees and other books and records shall be kept at the registered office of the

Club or (subject to Section 222 of the Act) at such other place or places as the Council determine and should always be open to the inspection of the Council Members.

- 69.2 The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the said accounts, minutes and books or any of them shall be open to the inspection of Members not being Council Members and no Member (not being a Council Member) shall have any right of inspecting any accounts or minute book or document of the Club except as conferred by statute or authorised by the Council or by the Club in general meeting.

#### ACCOUNTS AND AUDIT

70. At the annual general meeting in every year the Council shall lay before the Club a proper income and expenditure account for the period since the last preceding account (or in the case of the first accounts since the incorporation of the Club made up to a date not more than seven months before such meeting) together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the auditors. Copies of the annual accounts and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any documents required by law to be annexed or attached thereto or to accompany the same shall be sent to the auditors and to all other persons entitled to receive notices of general meetings in the manner prescribed in these Articles.
71. 71.1 Once at least in every year the accounts of the Club shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors.
- 71.2 Auditors shall be appointed and their duties regulated in accordance with the Act.
- 71.3 The auditors report shall be open to inspection by any Member and be read before the annual general meeting at which the accounts to which it relates are presented as required by the Act.

#### NOTICES

72. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of Council Members) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article and in Articles 73 and 78 below, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
73. The Club may give any notice to a Member in any newsletter or other publication of the Club distributed to the Members or notice may be affixed to the premises of the Club or may be given either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the company by the Member.
74. A Member present at any meeting of the Club shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
75. Notices shall be deemed effective
- (a) if posted by ordinary first class post - on the day following posting;
  - (b) if posted by ordinary second class post - on the expiry of seven days from the date of posting;

- (d) if published in the Official Magazine - on the seventh day following the publication date or the date of actual publication if later;
  - (e) if served personally – forthwith;
  - (f) if contained in an electronic communication – at the expiration of 48 hours after the time it was sent.
76. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least 21 clear days' notice and every other extraordinary general meeting shall be called by at least 14 clear days' notice. A general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
  - (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 95% of the total voting rights at the meeting of all the Members.
77. The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of such business. The notice shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special or extraordinary resolution, specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.
78. Any Member described in the Register of Members by an address not within the United Kingdom who shall from time to time give the Club an address within the United Kingdom at which notices may be served upon him or an address to which notices may be sent using electronic communications shall be entitled to have notices served upon him at such an address but save as aforesaid and as provided by the Act only those Members who are registered in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Club.
79. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding held at any meeting.

#### INDEMNITY

80. Subject to the provisions of the Act but without prejudice to any indemnity to which a Council Member, other officer, auditor, employee, servant or agent of the Club may otherwise be entitled, every Council Member, other officer, auditor, employee, servant or agent of the Club shall be indemnified out of the assets of the Club against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Club.

#### ALTERATIONS OF ARTICLES

81. Subject to the Memorandum of Association the Club may by special resolution alter these Articles in accordance with the provisions of the Act.

#### BYE-LAWS AND REGULATIONS

82. The Council itself may make such Bye-Laws for the regulation of the internal affairs of the Club as it sees fit. Such Bye-laws shall be communicated to Members by the Secretary as soon as is reasonably practical after any new Bye-laws are made or existing Bye-laws are

amended. Members will be bound by such Bye-laws as from the date that the Council determines that the said Bye-laws, or amendment to any Bye-laws, come into force.

83. The Council shall be entitled to make Regulations pursuant to these Articles and any such Regulations shall be of full force and effect immediately upon their adoption by the Council.

#### DISSOLUTION

84. The provisions of Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Club shall have effect as if the provisions therein were repeated in these Articles.
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