

Company Number: 11743302

The Companies Act 2006
Company Limited by Guarantee
Print of Written Resolution
of
Guildford & Godalming Athletic Club Limited
(Company)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolution was passed as a special resolution (as stated) on 4th February 2019:

Special Resolution

That the regulations contained in the printed document attached to this written resolution be and are hereby approved and adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.


.....
Director



Company number: 11743302

**The Companies Act 2006
Company Limited by Guarantee and not
having a Share Capital**

**Memorandum of Association
of
Guildford & Godalming Athletic Club Limited
as amended by special resolution dated 4 February 2019**

muckle^{LLP}

Muckle LLP
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4BF

Company number:

The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital
Memorandum of Association
of

Guildford & Godalming Athletic Club Limited

Each subscriber to this memorandum of association wishes to form a Club under the Companies Act 2006 and agrees to become a Legal Member of the Club.

Name of each subscriber

Authentication by each subscriber

Mr Keith William Robey

K. W. Robey

Dr Anthony Frederick Sydney Childs

Mrs Hazel Ann Childs

H. Childs

Mrs Marilyn Parsons

M. Parsons

Mrs Karen Mears

Karen Mears

Mr Matthew Peter Lythell

M. P. Lythell

Mr Sanjay Sakaria

Sanjay Sakaria

Mrs Margaret Angela Nelson

Margaret A Nelson

Mrs Wendy Roberts

Wendy Roberts

Date

6th December

2018

Company number:

The Companies Act 2006
Company Limited by Guarantee and not
having a Share Capital

Articles of Association
of
Guildford & Godalming Athletic Club Limited

muckle^{LLP}

Muckle LLP
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4BF

Company number:

The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital
Articles of Association
of
Guildford & Godalming Athletic Club Limited
(Company)

1. Definitions and Interpretation

1.1 In these Articles, unless the context requires otherwise:

Annual General Meeting	has the meaning given in Article 13.1;
Articles	means these articles of association of the Club;
CA 2006	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;
Chair	means the chair of the board of Directors appointed under Article 23;
Circulation Date	in relation to a written resolution has the meaning given in Section 290 of the CA 2006;
Clear Days	in relation to the period of a notice means the 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 is to take effect;
Club	means the company intended to be regulated by these Articles;
Club Member	means any member who is admitted to membership of the Club, by subscription or otherwise, under the rules and/or bye laws set out in Article 42 and 'Club Membership' shall

	be construed accordingly;
Companies Acts	has the meaning given to it in Section 2 of the CA 2006 insofar as the Companies Acts apply to the Club;
Directors	means the company directors of the Club (and Director has a corresponding meaning);
Document	includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
Electronic Form and Electronic Means	have the meanings respectively given to them in Section 1168 of the CA 2006;
Executed	includes any mode of execution;
Financial Expert	means an individual, Club or firm who or which is authorized to give investment advice under the Financial Services and Markets Act 2000 including any statutory re-enactment or modification of it;
Hard Copy and Hard Copy Form	have the meanings respectively given to them in Section 1168 of the CA 2006;
Legal Member	a legal member of the Club for the purposes of these <i>Articles and the Companies Acts</i> , being a legal person who has their name entered in the Club's Register of Legal Members and Legal Membership shall be construed accordingly;
Memorandum	<i>means the memorandum of association of the Club;</i>
Office	means the registered office of the Club;
Officer(s)	includes the Directors, the Treasurer and the Secretary;
Predecessor Club	the unincorporated association known as Guildford &

Godalming Athletic Club;

Public Holiday means Christmas Day, Good Friday and any day that is a public holiday or a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Club is registered;

Regulations means the Community Amateur Sports Club Regulations 2015 (including any modification of them from time to time);

Seal means the common seal of the Club (if any);

Secretary means the secretary of the Club or any other person appointed to perform the duties of the secretary of the Club including a joint assistant or deputy secretary (if any);

Subsidiary Company means any company in which the Club holds more than 50 (fifty) per cent of the shares, controls more than 50 (fifty) per cent of the voting rights attached to the shares or has the right to appoint a majority of the board of Directors;

Treasurer means the person from time to time appointed as treasurer of the Club in accordance with these Articles;

United Kingdom means Great Britain and Northern Ireland; and

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

1.2 Words importing the masculine gender only shall include the feminine and neuter gender. Use of the singular includes the plural and vice versa.

1.3 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts as in force on the day on which the Articles become binding on the Club.

1.5 Subject to Article 1.4 any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it.

1.6 The relevant model articles of association for a company limited by guarantee are hereby expressly excluded.

2. Name and Office

2.1 The name of the Club is Guildford & Godalming Athletic Club Limited save that the Club's name may be changed by special resolution or a unanimous decision of the Directors in accordance with these Articles.

2.2 The Club's Office is to be situated in England and Wales.

3. Objects

The Club's objects (**Objects**) are:

3.1 to provide facilities for and to promote community participation in athletics and such other sports or physical activities which improve fitness and health in Guildford, Godalming and its surrounding areas;

3.2 to provide other ordinary benefits of a community amateur sports club (CASC) as set out in Part 13 Chapter 9 Corporation Tax Act 2010 and in accordance with the Regulations, *including provision of suitably qualified coaches, coaching courses, insurance, medical treatment and post-match refreshments*; or

3.3 for the general purposes of such charitable bodies as the Directors may from time to time decide.

4. Exercise of Powers

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

4.1 to affiliate to the national governing body of athletics, England Athletics or such other body as the Directors may determine;

4.2 to provide sports coaching and training, hold athletics events and organise related activities;

- 4.3 to provide and maintain club premises and sports equipment for the use of the Club's Members without discrimination;
- 4.4 to participate in and organise competitions, tournaments and friendly athletics events;
- 4.5 to promote and carry out research (provided that such research shall be made available to the public);
- 4.6 to provide information, advice and guidance;
- 4.7 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 4.8 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Club;
- 4.9 to accept or disclaim gifts of money or any other property;
- 4.10 to sell or supply food and/or drink and provide other activities as a social adjunct to the sporting purposes of the Club;
- 4.11 to obtain funding for the activities of the Club by collecting entrance fees, membership subscriptions and event fees and by obtaining sponsorship and other available funding;
- 4.12 to purchase, take on, lease, acquire, alter, improve, construct and maintain property and equip it for use;
- 4.13 to sell, charge, let, mortgage or otherwise dispose of property and buildings;
- 4.14 (subject to Article 5 below) to employ such staff who shall not be Directors of the Club as are necessary for the proper pursuit of the Objects and to make all reasonable provisions for the payment of pensions and superannuation to staff and their dependants;
- 4.15 to support or establish or aid in the establishment of any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.16 to acquire, merge, collaborate, amalgamate or co-operate with other charities or voluntary bodies operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.17 to insure the property of the Club against any foreseeable risk and to take out other insurance policies to protect the Club and the Directors and other Officers;
- 4.18 to establish or acquire subsidiary companies to assist or act as agents for the Club or to carry on trading activity;

- 4.19 to borrow money and give security for loans;
- 4.20 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 and to delegate the management of investments to a Financial Expert or Experts (provided that:
 - 4.20.1 the investment policy is set out in Writing for the Financial Expert or Experts by the Directors;
 - 4.20.2 timely reports of all transactions are provided to the Directors;
 - 4.20.3 the performance of the investments is reviewed regularly by the Directors;
 - 4.20.4 the Directors are entitled to cancel such delegation arrangement at any time;
 - 4.20.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 4.20.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and
 - 4.20.7 the Financial Expert or Experts must not do anything which is outside the powers of the Directors).
- 4.21 to deposit or invest funds (subject to Article 4.20 above), to employ or engage a Financial Expert or Experts and to arrange for the investments or other property of the Club to be held in the name of a nominee;
- 4.22 to deposit documents or other physical assets with any club or other body registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required;
- 4.23 to pay out of the funds of the Club the costs, charges and expenses of and incidental to the formation of the Club and its registration with HM Revenue & Customs and the maintenance of a policy of indemnity insurance (as the Directors may require from time to time in accordance with Article 4.17 above);
- 4.24 to apply the capital or income of the Club:
 - 4.24.1 to make loans (either free of interest or at such rate(s) of interest and on such terms as the Directors shall at their sole discretion decide) of such amount as the Directors may determine in each case to any person(s), association, club, company or other organisation in the territory specified in Article 3 above for any purpose approved by the Directors; and

- 4.24.2 to make donations, grants, prizes, awards, scholarships or bursaries to such person(s), association, club, company or other organisation in furtherance of the Club's Objects as the Directors shall at their sole discretion decide for any purpose approved by the Directors;
- 4.25 to set aside income for special purposes or as a reserve against future expenditure;
- 4.26 to acquire some or all of the undertaking, assets and liabilities of the Predecessor Club; and
- 4.27 to do all such other lawful things as may further the Objects.
- 5. Income and Expenditure**
- 5.1 The income and property of the Club shall be applied solely towards the promotion of the Objects and no part thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to Legal Members of the Club or third parties other than other registered community amateur sports clubs or charities.
- 5.2 Nothing in Article 5.1 shall prevent the payment in good faith by the Club:
- 5.2.1 of a benefit to any Legal Member of the Club or to any Director in his or her capacity as a beneficiary of the Club;
- 5.2.2 of fees, remuneration or other benefit in money or money's worth to any company of which a Legal Member or Director of the Club may also be a Legal Member holding not more than 1 (one) per cent of the issued share capital of that company;
- 5.2.3 to any Director, committee or sub-committee member of reasonable and proper out-of-pocket expenses;
- 5.2.4 of reasonable and proper remuneration for any goods or services supplied to the Club by any Legal Member of the Club provided always that no Legal Member shall be paid a salary, bonus fee or other remuneration for playing for the Club;
- 5.2.5 of reasonable and proper remuneration to any Director of the Club in accordance with Article 25 (Directors' Remuneration);
- 5.2.6 of interest on money lent by a Legal Member of the Club or any Director at a commercial rate of interest;
- 5.2.7 of reasonable and proper rent for premises demised or let by any Legal Member of the Club or by any Director;

- 5.2.8 of any indemnity payable under Article 40 (Indemnity);
- 5.2.9 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Club as permitted under Article 41 (Insurance);
- 5.2.10 other payments as are permitted by these Articles or expressly authorised in Writing by HM Revenue & Customs.

6. Liability of Legal Members

The liability of the Legal Members is limited.

7. Legal Members' Guarantee

Every Legal Member of the Club undertakes to contribute such amount as may be required (not exceeding £10) to the Club's assets if it should be wound up while he or she is a Legal Member or within 1 (one) year after he or she ceases to be a Legal Member for payment of the Club's debts and liabilities contracted before he or she ceases to be a Legal Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

8. Residual Assets

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 or distributed to another registered community amateur sports club for use in community-related athletics initiatives or to a registered charity.

9. Legal Members

- 9.1 The subscribers to the Memorandum and such other persons as are admitted to Legal Membership by the Directors in accordance with these Articles and any rules made under Article 42 (Rules) shall be the Legal Members of the Club.
- 9.2 Legal Membership is not transferable to anyone else.
- 9.3 The Directors must keep a register of names and addresses of the Legal Members.

10. Club Members

- 10.1 The Directors or, where applicable, any committee where such function is so delegated in accordance with Article 31 (Committees of Directors), may make rules under Article 42 (Rules) establishing such classes of Club Member (if any) with such description and with such rights and obligations (including the obligation to pay a subscription) as they think fit and may

admit and remove such Club Members in accordance with such rules as the Directors or Management Committee (where applicable and to the extent permitted by the Board) shall make.

- 10.2 Club Membership is open to all without discrimination and may only be refused where admission to Club Membership would be contrary to the best interests of the sport or the good conduct and interests of the Club. No person shall be denied Club Membership on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. A person may appeal against such decision by notifying the Directors who shall put the matter to a general meeting for it to be decided by a majority vote of the Legal Members present and voting at such meeting.
- 10.3 Any person ceasing to be a Club Member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription. The Directors may at their absolute discretion refund an appropriate part of a resigning Club Member's subscription if it considers it appropriate taking account of all the circumstances.
- 10.4 The Directors may from time to time fix the levels of admission fees and annual subscriptions to be paid by different categories of Club Members provided that the costs associated with membership of the Company for any year do not represent a significant obstacle to Club Membership of the Company, use of its facilities or full participation in its activities for the purposes of section 659 of the Corporation Tax Act 2010.

11. Admission to Legal Membership

No person shall become a Legal Member unless:

11.1 that person:

11.1.1 is a Club Member; and

11.1.2 has completed an application for Legal Membership in a form approved by the Directors;

11.2 the Directors have approved the application.

12. Cessation of Legal Membership

12.1 Legal Membership shall terminate if the Legal Member:

12.1.1 dies or ceases to exist;

- 12.1.2 resigns from Legal Membership by giving at least 7 (seven) days' notice in Writing to the Club provided that upon such retirement taking effect the number of Legal Members is not less than 1 (one).
- 12.1.3 fails to comply or to continue to comply with any condition of Legal Membership set out in these Articles or any rules made under Article 42;
- 12.1.4 is removed from Legal Membership in accordance with this Article 12.1.4:
 - 12.1.4.1 the Directors may, if at any time they are of the opinion that the interests of the Club so require, send by notice in Writing to the Legal Member a request that the Legal Member resign from Legal Membership within a time specified in such notice;
 - 12.1.4.2 if before the expiry of the specified time the Legal Member in question has not resigned from Legal Membership or has so requested in Writing, the matter shall be submitted to a properly convened and constituted meeting of the Directors or such sub-committee to which they have delegated their powers;
 - 12.1.4.3 the Directors or the sub-committee and the Legal Member whose expulsion is under consideration shall be given at least 14 (fourteen) Clear Days' notice in Writing of the meeting and such notice shall specify the matter to be discussed and the general reasons why it is to be proposed;
 - 12.1.4.4 the Legal Member in question (or at his or her option a representative) shall at the meeting be entitled to present a statement in his or her defence either verbally or in Writing, and he or she shall not be required to withdraw from Legal Membership unless:
 - 12.1.4.4.1 a majority of the Directors or sub-committee present and voting shall, after receiving the statement in his or her defence, vote for his expulsion, or

12.1.4.4.2 the Legal Member fails to attend the meeting
without sufficient reason being given;

12.1.4.5 If such a vote is carried or if the Legal Member fails to attend the meeting
without sufficient reason being given, he or she shall thereupon cease to
be a Legal Member and his or her name shall be removed from the
register of Legal Members;

12.1.4.6 The Directors may exclude the Legal Member from the Club's premises
until the meeting considering his expulsion has been held. For the
avoidance of doubt, the Legal Member shall be entitled to attend the
Club's premises to attend that meeting (if it is held at them) for the
purpose of making his representations;

12.1.4.7 A former Legal Member may appeal against such decision by notifying
the Directors in Writing who shall put the matter to a general meeting for it
to be decided by ordinary resolution;

12.1.5 ceases for whatever reason to be a Club Member.

12.2 Any person ceasing to be a Legal Member forfeits all rights in relation to and claims upon the
Club, its property and its funds and has no right to the return of any part of his subscription.
The Directors may at their absolute discretion refund an appropriate part of a resigning Legal
Member's subscription if it considers it appropriate taking account of all the circumstances.

13. **General Meetings**

13.1 The Directors shall call an annual general meeting (Annual General Meeting) each year
(except that the first Annual General Meeting may be held at any time within 18 (eighteen)
months after the formation of the Club).

13.2 The Directors may call a general meeting at any time and on the requisition of Legal Members
pursuant to the provisions of the Companies Acts the Directors shall call a general meeting
within 21 (twenty one) days from the date of receipt of the requisition and the general meeting
shall be held no later than 28 (twenty eight) days after the date of the notice calling the
meeting.

13.3 If there are not within the United Kingdom sufficient Directors to call a general meeting any
Director or any Legal Member of the Club may call a general meeting.

14. Notice of General Meetings

14.1 A general meeting shall be called by at least 14 (fourteen) Clear Days' notice but a general meeting may be called by shorter notice if it is agreed:

14.1.1 in the case of Annual General Meeting by all the Legal Members entitled to attend and vote; and

14.1.2 in the case of any other general meeting by a majority in number of Legal Members having a right to attend and vote being a majority together holding not less than 90 (ninety) per cent of the total voting rights at the meeting of all the Legal Members.

14.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. If a special resolution is to be proposed, the notice must include the text of the proposed resolution and specify that it is proposed as a special resolution.

14.3 Notice of any general meeting shall be given to every Legal Member and to the Directors, and, in the case of the Annual General Meeting, the Directors shall ensure that a copy of the notice shall also be distributed to the Club Members.

14.4 The accidental omission to give notice of a general meeting to or the non-receipt of notice of a general meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

15. Proceedings at General Meetings

15.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, 2 (two) persons entitled to vote upon the business to be transacted (each being a Legal Member or a duly authorised representative of a member organisation) or one tenth of the total number of such persons for the time being (rounded up to a whole number), whichever is the greater, shall constitute a quorum **PROVIDED THAT** where there is only 1 (one) Legal Member of the Club, the quorum shall be 1 (one).

15.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place as the Directors may determine.

- 15.3 The Chair of the Directors (if any) or in his or her absence some other Director nominated by the Directors shall preside as chair of the meeting but if neither the Chair nor such other Director (if any) is present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act the Directors present shall elect 1 (one) of their number to be chair of the meeting and if there is only 1 (one) Director present and willing to act he or she shall be chair of the meeting. If no Director is willing to act as chair of the meeting or if no Director is present within 15 (fifteen) minutes after the time appointed for holding the meeting the Legal Members present and entitled to vote shall choose 1 (one) of their number to be chair of the meeting.
- 15.4 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 (fourteen) days or more at least 7 (seven) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 15.5 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it in particular that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting whether *directly or by telephone communication or by video conference, an internet video facility or similar electronic method allowing visual and/or audio participation.*
16. **Voting Procedure at General Meetings**
- 16.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded:
- 16.1.1 by the chair of the meeting; or
- 16.1.2 by at least 2 (two) Legal Members having the right to vote at the meeting; or

- 16.1.3 by a Legal Member or Legal Members representing not less than one tenth of the total voting rights of all the Legal Members having the right to vote at the meeting.
- 16.2 Unless a poll is duly demanded a declaration by the chair 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.
- 16.3 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 16.4 A poll shall be taken as the chair of the meeting directs and he or she may appoint scrutineers (who need not be Legal Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 16.5 In the case of an equality of votes whether on show of hands or on a poll the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have. An ordinary resolution may only be passed by a simple majority in accordance with Section 282 of the CA 2006. A special resolution may only be passed by a majority of not less than 75 (seventy five) per cent in accordance with Section 283 of the CA 2006.
- 16.6 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than 30 (thirty) days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business or other than the question on which the poll is 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.
- 16.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least 7

(seven) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

17. Votes of Legal Members

- 17.1 Subject to Article 17.2, every Legal Member shall have 1 (one) vote at a general meeting.
- 17.2 No Legal Member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Club have been paid.
- 17.3 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 chair of the meeting whose decision shall be final and conclusive.
- 17.4 A vote given or poll demanded by the duly authorised representative of a Legal Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Club at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 17.5 Any organisation which is a Legal Member of the Club may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Club and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual Legal Member of the Club.

18. Amendments to Resolutions

- 18.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 18.1.1 notice of the proposed amendment is given to the Club in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 (forty eight) hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
- 18.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

18.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

18.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

18.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

18.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

19. **Written Resolutions**

19.1 Subject to this Article 19 and the Companies Acts, a written resolution agreed by:

19.1.1 in the case of an ordinary resolution Legal Members representing more than 50 (fifty) per cent; or

19.1.2 in the case of a special resolution Legal Members representing not less than 75 (seventy five) per cent;

of the total voting rights of eligible Legal Members shall be as effective as if passed at a duly convened general meeting. For the purposes of this Article 19 the **eligible Legal Members** are the Legal Members who would have been entitled to vote on the written resolution on the Circulation Date of the resolution.

19.2 Subject to Article 17.2, on a written resolution each Legal Member shall have one vote.

19.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

19.4 A Legal Members' resolution under the Companies Acts removing a Director before the expiry of his or her term of office may not be passed as a written resolution.

19.5 A copy of the proposed written resolution must be sent to every eligible Legal Member together with a statement informing the Legal Member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

19.6 The required majority of eligible Legal Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

20. **Directors**

- 20.1 Subject to Article 29.8, the number of Directors shall not be less than 2 (two) and shall not be more than 12 (twelve).
- 20.2 The first Directors shall be those persons named in the statement delivered pursuant to Section 12(1) of CA 2006 who shall be deemed to have been appointed under the Articles. Future Directors shall be appointed as provided subsequently in the Articles.
- 20.3 The Club Members may appoint Directors from time to time in accordance with Article 23.1 and subject to any rules made under Article 42 (Rules).

21. **Power of Directors**

- 21.1 Subject to the provisions of the Companies Acts and the Articles and to any directions given by special resolution, the business of the Club shall be managed by the Directors who may exercise all the powers of the Club. No alteration of the Articles and no such direction by the Legal Members shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 21 shall not be limited by any special power given to the Directors by the Articles and a meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.
- 21.2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Directors shall have the following powers namely:
- 21.2.1 to expend the funds of the Club in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Club such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Club; and
- 21.2.2 to enter into contracts on behalf of the Club.

22. **Eligibility to be a Director**

- 22.1 Any person who is eligible and willing to act as a Director may be appointed to be a Director in accordance with Article 23.
- 22.2 No person may be appointed as a Director:

- 22.2.1 unless:
- 22.2.1.1 he or she has attained the age of 18 (eighteen) years; and
- 22.2.1.2 is a Legal Member;
- 22.2.2 if (had he or she already been a Director) he or she would have been disqualified from acting under the provisions of Article 24 (Disqualification and Removal of Directors); or
- 22.2.3 his or her appointment would result in the number of Directors exceeding the maximum set by or in accordance with these Articles.

23. Election, Appointment and Retirement of Directors

- 23.1 Directors (including the Chair but not including co-opted Directors) shall be elected by the Club Members in accordance with this Article 23, any rules or bye laws made under Article 42 (Rules) and as set out below:
- 23.1.1 any Club Member may nominate another Club Member to be the Chair, Secretary, Treasurer or a Director. Unless stated otherwise, any person nominated as a Director (including the Chair) must be a Club Member. Any nomination must be made on the form prescribed from time to time by the Directors. Any nomination must be seconded by another Club Member. Club Members may only nominate or second one candidate for each post and the form must be completed and returned to the Secretary not later than such date as the Directors shall prescribe each year;
- 23.1.2 if there are the same number of candidates as there are vacancies for a post, those candidates shall be declared elected unopposed at the Annual General Meeting. In the event of there being more nominations than vacancies, there shall be an election at the Annual General Meeting as directed by the Directors. The results of any such election shall be announced at the Annual General Meeting.
- 23.2 Each Director shall retire from office at conclusion of the second Annual General Meeting following the Commencement of his or her term of office but shall then be eligible for re-appointment under Article 23.3.

23.3 Directors retiring under Article 23.2 may be reappointed for a consecutive period ending at the conclusion of the next Annual General Meeting following his or her most recent retirement but, subject to Article 23.4, a Director who has served for 6 (six) Years consecutively must take a break from office and may not be reappointed until the earlier of:

23.3.1 the anniversary of the commencement of his or her break from office; and

23.3.2 the Annual General Meeting following the Annual General Meeting at which his or her break from office commenced;

save that, in exceptional circumstances, the Directors may decide at their discretion to disapply the restriction on reappointment set out in this Article 23.3.

23.4 If the retirement of a Director under Article 23.2 causes the number of Directors to fall below the *minimum specified in Article 20.1*, the retiring Director(s) shall remain in office until a new appointment is made, unless otherwise determined by the Legal Members, in which case the Legal Members shall, by the passing of a special resolution, either:

23.4.1 amend the Articles accordingly; or

23.4.2 (only in the event that no person(s) are willing to be appointed as Director(s) so as to ensure compliance with Article 20.1 and/or as required by CA 2006) wind up the Club in accordance with article 45 (Winding Up).

23.5 Subject to these Articles, the Directors may co-opt a maximum of 4 (four) other Directors. A co-opted Director's term of office shall terminate at the conclusion of the next following Annual General Meeting but he may be reappointed in accordance with this Article 23.

23.6 For the purposes of this Article 23 a **Year** shall be the period between an Annual General Meeting and the next one.

24. Disqualification and Removal of Directors

A Director shall cease to hold office if he or she:

24.1 ceases to be a director by virtue of any provision in the Companies Acts or the Insolvency Act 1986;

24.2 is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity or a community amateur sports club;

24.3 becomes incapable by reason of illness or injury of managing or administering his or her own affairs.

- 24.4 where he has at any time been convicted of any criminal offence excluding any that have been spent under the Rehabilitation of Offenders Act 1974 and any offence for which the maximum sentence is a fine or a lesser sentence (except where a person has been convicted of any offence which falls under section 178 of the Charities Act 2011).
- 24.5 is absent without the permission of the Directors from all their meetings held within a period of 6 (six) months without good reason and the Directors resolve that his or her office be vacated;
- 24.6 is the subject of a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy;
- 24.7 makes a composition with his or her creditors generally in satisfaction of his or her debts;
- 24.8 resigns from his or her office by notice to the Club (but only if at least the minimum number specified in Article 20.1 will remain in office when the notice of resignation is to take effect);
- 24.9 ceases to be a Legal Member and Club Member of the Club;
- 24.10 is removed from office by the Directors on the grounds that he is in material or persistent breach of the Club's code of conduct as amended from time to time. A decision to remove a Director from office under this Article 24.10 may only be passed if:
- 24.10.1 the Director has been given at least 21 (twenty one) Clear Days' notice in writing of the meeting of the Directors at which the decision will be made and the reasons why it is to be proposed; and
- 24.10.2 *the Director or, at the option of the Director, the Director's representative (who need not be a Director) has been allowed to make representations to the meeting; or*
- 24.11 is removed from office in accordance with Section 168 of the CA 2006.

25. **Directors' Remuneration**

- 25.1 The Club shall not employ any Director to provide any services outside the scope of the ordinary duties of a Director and shall not pay any Director any remuneration in relation to his or role as a Director **provided always** that, subject to Article 28 (Conflicts of Interest) below, nothing in this Article 25.1 shall prevent a payment to a Director under Article 5.2.4.
- 25.2 Unless the Directors decides otherwise, a Director shall not be accountable to the Club for any remuneration which he or she receives as a Director or other officer or employee of the

Club's subsidiaries (if any) or of any other body corporate in which the Club is interested (if any).

26. Directors' Expenses

Without prejudice to Article 25 (Directors' Remuneration), the Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties.

27. Proceedings of Directors

27.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. The Directors shall meet not less than 4 (four) times each year. The Chair or any 2 (two) Directors may (and the Secretary shall upon such request) call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.

27.2 The quorum for the transaction of the business of the Directors may be fixed by the Directors but shall not be less than one third of their number or 2 (two) Directors, whichever is the greater.

27.3 The Directors may act notwithstanding any vacancies in their number but if the number of Directors is less than the number fixed as the quorum the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

27.4 Unless he or she is unwilling to do so, the Chair shall preside at every meeting of Directors at which he or she is present but, if there is no Director holding that office or if the Chair is unwilling to preside or is not present within 5 (five) minutes after the time appointed for the meeting, the Directors present may appoint 1 (one) of the number to be chair of the meeting.

27.5 Questions arising at a meeting shall be decided by a majority of votes but in the case of an equality of votes the chair of the meeting shall (subject to Article 28 (Conflicts of Interest)) have a second or casting vote.

27.6 A meeting of the Directors at which business is to be transacted may consist of a conference between Directors who are not all in the same place, but of whom each is able (whether directly or by telephonic communication or by video conference, an internet video facility or similar electronic method allowing simultaneous visual and/or audio participation) to speak to

each of the others and to be heard by each of the others simultaneously and the word **meeting** in these Articles shall be construed accordingly.

28. Conflicts of Interest

28.1 Unless Article 28.2 below applies, a Director must declare the nature and the extent of:

28.1.1 any direct or indirect interest which he or she has in a proposed or existing transaction or arrangement with the Club or any Subsidiary Company; and

28.1.2 any duty owed to a third party or any direct or indirect interest which he or she has which conflicts or possibly may conflict with his or her duties to the Club or the interests of the Club.

28.2 There is no need to declare any interest or duty:

28.2.1 of which the other Directors are, or ought reasonably to be, already aware; or

28.2.2 of which the Director is not aware (but for this purpose a Director is treated as being aware of matters of which he or she ought reasonably to be aware).

28.3 If the interest or duty of the Director cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Club, the Director is entitled to participate in any decision making process, to be counted in the quorum and to vote under the normal procedures but may recuse himself or herself from any such participation. Any uncertainty about whether a Director's interest or duty is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Club shall be determined by the other Directors acting reasonably and in good faith.

28.4 Unless Article 28.5 below applies, whenever a Director has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Club, the relevant Director must:

28.4.1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting;

28.4.2 not be counted in the quorum for that part of the meeting; and

28.4.3 withdraw during the vote and have no vote on the matter.

28.5 The provisions of Articles 28.4.1 to 28.4.3 inclusive shall not apply when:

28.5.1 the other Directors approve the Director in question counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest or duty; or

28.5.2 the Director's conflict of interest arises from a permitted cause;
unless in the circumstances the other Directors decide to the contrary.

28.6 For the purposes of Article 28.5, the following are **permitted causes**:

28.6.1 any benefit received by a Director in his or her capacity as a beneficiary of the Club under Article 5.2.1 and which is generally available to the beneficiaries of the Club;

28.6.2 reimbursement of a Director's expenses permitted under Article 5.2.3

28.6.3 payment to a Director or other Officer of an indemnity permitted under Article 5.2.8;

28.6.4 the purchase of any premium in respect of indemnity insurance permitted under Article 5.2.9;

28.6.5 a guarantee, security or indemnity given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Club or any of its subsidiaries (if any);

28.6.6 subscription, or an agreement to subscribe, for securities of the Club or any of its subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

28.6.7 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Club or any of its subsidiaries (if any) which do not provide special benefits for Directors or former Directors.

29. **Authorising Conflicts of Interest**

29.1 The Directors may, in accordance with the requirements set out in this Article 29, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests. For the avoidance of doubt nothing in this Article 29 shall permit or authorise the conferral of any payment or other benefit from the Club not expressly permitted under Article 5.

29.2 Any authorisation under this Article 29 shall be effective only if:

- 29.2.1 the matter is proposed to the Directors in accordance with these Articles or as otherwise agreed by the Directors;
 - 29.2.2 the Directors comply with the procedure set out at Article 28; and
 - 29.2.3 the unconflicted Directors consider it in the interests of the Club to authorise the conflict of interests in the circumstances applying.
- 29.3 Any authorisation of a matter under this Article 29 may:
- 29.3.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;
 - 29.3.2 be subject to such terms and for such duration or to such limits or conditions as the Directors may determine; and
 - 29.3.3 be terminated or varied by the Directors at any time (but this will not affect anything done by the Director in accordance with the terms of authorisation prior to such termination or variation).
- 29.4 In authorising a conflict of interests under this Article 29, the Directors may decide (whether at the time of giving the authority or subsequently) that, if the relevant Director has obtained any information through his or her involvement in the conflict of interests otherwise than as a Director of the Club and in respect of which he or she owes a duty of confidentiality to another person, the relevant Director shall be under no obligation to:
- 29.4.1 disclose such information to the Directors or to any Director, Officer or employee of the Club;
 - 29.4.2 where, to do so, would amount to a breach of that duty of confidentiality.
- 29.5 Where the Directors authorise a conflict of interests under this Article 29, they may provide without limitation (whether at the time of giving the authority or subsequently) that the relevant Director excluded from discussions (whether at meetings of the Directors or otherwise) related to the conflict of interests is not given any document or other information relating to the conflict of interests.
- 29.6 Where the Directors authorise a conflict of interests under this Article 29, the relevant Director:
- 29.6.1 will be obligated to conduct himself or herself in accordance with any terms imposed by the Directors in relation to the conflict of interests; and

- 29.6.2 will, notwithstanding such authorisation, comply at all times with his or her overriding obligation not to infringe any duty he or she owes to the Club by virtue of Sections 171 to 177 of the CA 2006.
- 29.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by being a Director) of the Club to account to the Club for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Directors or by the Club in general meeting (subject in each case to any terms, durations, limits or conditions attaching to that authorisation) and no contract shall be avoided on such grounds.
- 29.8 Where there is a sole Director of the Club, the Legal Members may, subject to the provisions of the CA 2006, authorise by ordinary resolution any matter proposed to them by the sole Director which would, if not so authorised, involve the sole Director breaching his or her duty under Section 175 of the CA 2006 to avoid conflicts of interest. Any authorisation of a matter under this Article 29.8 may (whether at the time of giving the authority or subsequently):
- 29.8.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;
- 29.8.2 be subject to such terms and for such duration or to such limits or conditions as the Directors may determine; and
- 29.8.3 be terminated or varied by the Directors at any time (but this will not affect anything done by the Director in accordance with the terms of authorisation prior to such termination or variation).
30. **Validity of Directors' Acts**
- 30.1 Subject to Article 30.2, all acts done by a Director Meeting, or of a committee of Directors, shall be as valid notwithstanding the participation in any vote of a Director:
- 30.1.1 whose appointment was defective;
- 30.1.2 who was disqualified from holding office;
- 30.1.3 who had previously retired or who had been obliged by the constitution to vacate office; or
- 30.1.4 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

as if that person was qualified and had been duly appointed and had continued to be a Director and had been entitled to vote.

- 30.2 Article 30.1 does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if the Director has not complied with Article 28 (Conflicts of Interest) or if, but for Article 30.1, the resolution would have been void or not duly passed.

31. Committees of Directors

- 31.1 Subject to the Articles the Directors may delegate to any person or committee any of their powers or functions, the implementation of any of their decisions and the day to day management of the affairs of the Club by such means, to such an extent, in relation to such matters or territories, and on such terms as they think fit. The Directors may alter or revoke any such delegation in whole or in part.

- 31.2 The Directors may appoint 1 (one) or more committees consisting of 1 (one) or more Directors and any other person(s) employed or engaged by the Club from time to time for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by a committee: provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Directors.

32. Written Resolutions of Directors

A resolution in Writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. Such a resolution may consist of several documents in the same form each signed by 1 (one) or more of the Directors.

33. Bank Account

Any bank account in which any part of the assets of the Club is deposited shall be operated by the Directors and shall indicate the name of the Club. All cheques and orders for the payment of money from any such account shall be approved in writing by:

- 33.1 the Treasurer up to a certain specified amount agreed by the Directors at a duly convened meeting of the Directors; and/or

33.2 at least two Directors of the duly authorised signatories appointed by the Directors from time to time for the purpose of this Article 33.

34. Secretary

The Directors may appoint a Secretary for such term at such remuneration (if not a Director) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. If there is no Secretary:

34.1 anything authorised or required to be given or sent to, or served on, the Club by being sent to the Secretary may be given or sent to, or served on, the Club itself, and if addressed to the Secretary shall be treated as addressed to the Club; and

34.2 anything else authorised or required to be done by or to the Secretary may be done by or to a Directors or a third person authorised generally or specially in the behalf by the Directors.

35. Seal

The Seal (if any) shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

36. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

37. Minutes

The Directors must cause minutes to be made in books kept for the purpose:

37.1 of all appointments of officers made by the Directors;

37.2 of all resolutions of the Club and of the Directors (including decisions of the Directors made without a meeting); and

37.3 of all proceedings and reports of meetings of the Club and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

38. Records and Accounts

38.1 The Directors shall comply with the requirements of the CA 2006 as to maintaining a register of Legal Members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

- 38.1.1 annual reports;
- 38.1.2 annual returns; and
- 38.1.3 annual statements of account.

38.2 No Legal Member shall (in such capacity) have any right of inspecting any accounting records or other book or document of the Club except as conferred by any rule of law or authorised by the Directors or by ordinary resolution of the Legal Members.

39. Communications by the Club

39.1 *Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Club under the Articles or the Companies Acts may be sent or supplied in any way in which the CA 2006 provides for Documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by the Club, including:*

- 39.1.1 in Hard Copy Form;
- 39.1.2 in Electronic Form; or
- 39.1.3 by making it available on a website.

39.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).

39.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

39.4 A Legal Member present in person at a meeting of the Club shall be deemed to have received notice of the meeting and the purposes for which it was called. Where any Document or information is sent or supplied by the Club to the Legal Members:

- 39.4.1 where it is sent by post it is deemed to have been received 48 (forty eight) hours (excluding Saturdays, Sundays and Public Holidays) after it was posted;
- 39.4.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 39.4.3 where it is sent or supplied by means of a website, it is deemed to have been received when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 39.5 Proof that an envelope containing a Document, a notice or information was properly addressed, prepaid and posted shall be conclusive evidence that such Document, notice or information was sent. Proof that a Document, a notice or information was properly addressed and sent or supplied by Electronic Means shall be conclusive evidence that such Document, notice or information was sent or supplied.
- 39.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a Legal Member) may agree with the Club that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 (forty eight) hours.
- 39.7 Copies of the Club's annual accounts and reports need not be sent to a person for whom the Club does not have a current address. Notices of general meetings need not be sent to a Legal Member who does not register an address with the Club or who registers only a postal address outside the United Kingdom, or to a Legal Member for whom the Club does not have a current address.
40. **Indemnity**
- 40.1 Subject to Article 40.2, a relevant Director or Officer of the Club or an associated Club may be indemnified out of the Club's assets against:
- 40.1.1 any liability incurred by that relevant Director or Officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Club or an associated Club;
- 40.1.2 any liability incurred by that relevant Director or Officer in connection with the activities of the Club or an associated Club in its capacity as a director of an occupational pension scheme (as defined in Section 235(6) of the CA 2006);

- 40.1.3 any other liability incurred by that relevant Director or Officer as an officer of the Club or an associated Club.
- 40.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 40.3 In this Article 40:
- 40.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- 40.3.2 a **relevant Director** means any Director or former Director of the Club or an associated club; and
- 40.3.3 a **relevant Officer** means any officer, the Treasurer, the Secretary, former Treasurer or former Secretary of the Club or an associated club.
41. **Insurance**
- 41.1 The Board may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant Director in respect of any relevant loss.
- 41.2 In this Article 41:
- 41.2.1 a **relevant Director** means any Director or former Director of the Club or an associated Club;
- 41.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that relevant Director's duties or powers in relation to the Club, any associated Club or any pension fund or employees' share scheme of the Club or associated Club; and
- 41.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.
42. **Rules**
- 42.1 The Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club and for the purposes of prescribing classes of and conditions of Legal Membership and Club Membership in particular they may by such rules or bye laws regulate:
- 42.1.1 the admission and classification of Legal Members and Club Members (including the admission of organisations to Legal Membership and Club Membership) and

- the rights and privileges of such Legal Members and Club Membership and the conditions of Legal Membership and Club Membership and the terms on which Legal Members and Club Members may resign or have their Legal Membership or Club Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Legal Members and Club Members;
- 42.1.2 the conduct of Legal Members and Club Members of the Club in relation to one another and to the Club's Officers or servants;
- 42.1.3 the setting side of the whole or any part of parts of the Club's premises at any particular time or times or for any particular purpose or purposes;
- 42.1.4 the procedure at general meetings and meetings of the Directors and committees of the Directors insofar as such procedure is not regulated by the Articles;
- 42.1.5 to resolve or establish procedures to assist the resolution of disputes within the Club;
- 42.1.6 generally all such matters as are commonly the subject matter of Club rules.
- 42.2 The Club in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of the Legal Members and Club Members (as applicable) all such rules or bye laws, which shall be binding on all Legal Members and Club Members (as applicable): **provided that** (unless otherwise expressly provided for in these Articles) no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in the Articles and in the event of any conflicting provisions the Articles shall prevail over these Rules.

43. Advisory Council

The Directors may make rules under Article 42 to establish an Advisory Council to represent the interests of the Club Members admitted under Article 10 (**Advisory Council**) and shall, subject to any resolutions of the Legal Members, determine the composition and terms of reference of and the procedures applicable to the conduct of business by the Advisory Council provided always that (for the avoidance of doubt) the Advisory Council shall have no authority to bind the Club or to direct the Directors to do or refrain from doing any act.

44. Alteration of the Articles

- 44.1 No additions, alterations or amendments shall be made to or in the provisions of these Articles except by special resolution passed in general meeting or by written resolution in accordance with these Articles.
- 44.2 *No additions, alterations or amendments shall be made to or in the provisions of the Articles which would have the effect that the Club would cease to be a Club to which section 60 of the CA 2006 applies or would cease to be a community amateur sports club.*

45. Winding Up

- 45.1 The Club may be wound up voluntarily at a general meeting called on not less than 21 (twenty one) days' notice subject to the passing of a special resolution.
- 45.2 In the event of the winding up of the Club in accordance with Article 45.1 above the Directors after settlement of all financial obligations shall distribute the proceeds of the Club's residual assets in accordance with Articles 7 (Legal Members' Guarantee) and 8 (Residual Assets) above.