

SOUTH SHIELDS GOLF CLUB LIMITED

THE COMPANIES ACT 1985

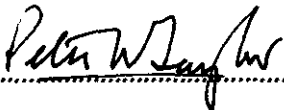
Section 380(1)

Registered number 258734

COPY resolution of the type and in the terms specified below as passed by the members of the Company named above at an annual general meeting duly convened and held at the Clubhouse on 23rd March 2005

SPECIAL RESOLUTION

- (a) THAT the present Articles of Association shall no longer apply and be replaced by new Articles of Association in the form circulated with the notice of the meeting.
- (b) THAT clauses 3(m) and 3(p) of the Memorandum of Association be deleted and that clauses 3(n) (o) and (q) be redesignated 3(m) (n) and (o) respectively.



Company Secretary/Director

Dated 5th August 2005



The Companies Act 1985

Company limited by guarantee and not having a share capital

Articles of Association

of

The SOUTH SHIELDS GOLF CLUB Limited.

1. In the Memorandum of Association and in these Articles, unless there be something in the subject or context inconsistent therewith:-

“The Club” shall mean The South Shields Golf Club Limited.

“The Committee” shall mean the Committee of Management of the Club for the time being.

Words importing the singular number shall include the plural, and the converse shall also apply.

Words importing males shall include females unless the context otherwise requires.

Words importing individuals shall include corporations.

“Month” shall mean calendar month.

“Secretary” shall include any person appointed to perform the duties of Secretary temporarily.

A “Full Member” shall mean any member except an Honorary, Junior, Temporary or Special Member.

A “Special Member” shall mean any member with restricted playing or other privileges except an Honorary, Junior or Temporary Member.

2. The Registered Office of the Club shall be at Hillcrest, Cleadon Hills, South Shields in the County of Tyne & Wear, or at any other place as the Committee may from time to time appoint.
3. The Club, for the purpose of registration, is declared to consist of not more than nine hundred members, but the Committee may, when they think fit, register an increase in the number of members.
4. The Club is established for the purpose expressed in the Memorandum of Association.
5. Membership of the Club shall be open to anyone interested in the game of golf without discrimination of any kind but membership may be refused for good cause such as, conduct or character likely to bring the Club or the game into disrepute.
6. A President and Vice Presidents may be elected annually by the Members at the Annual General Meeting.
7. The General Management of the Club shall be vested in a Committee of fourteen who shall be the Directors of the Club, consisting of the Captain, Vice Captain, Honorary Secretary, Honorary Treasurer, immediate Past Captain and nine Members. The Committee may delegate any of their powers to Sub-Committees. The Captain and Honorary Secretary shall be ex-officio members of all Sub-Committees. Any member of the Committee may hold two offices, but, in that event and in the event of any member of the Committee being elected an Officer, an additional member may be appointed to the Committee.

8.
 - a) The Committee shall elect their Chairman annually and he shall be entitled to preside at all Meetings of the Committee and, in case of an equality of votes shall have a second or casting vote.
 - b) In the absence of the Chairman so elected, the Committee may elect one of their number to take the chair at any Meeting.
9. The Officers of the Club shall be the Captain, Vice-Captain, Honorary Secretary and Honorary Treasurer.
10. All the above Officers and Members of the Committee shall be eligible for re-election and the Officers shall in each subsequent year retire but shall be eligible for re-election. Three Members of the Committee shall retire annually. Thenceforth the Members of the Committee shall retire in order of seniority of election, and in the case of equal seniority, the order of retirement shall be by lot.
11. Subject as hereinafter provided, the Officers and Members to fill vacancies on the Committee shall be elected by the Members at the Annual General Meeting in a manner following:- The election shall be by ballot, the candidates receiving the greatest number of votes being elected and in every case of equality of votes, the chairman of the Meeting shall have a casting vote, but may decide by lot which of the candidates so receiving an equal number of votes shall be elected. A candidate for any election must have been a member for a period of not less than two years prior to the date of the election.
12. An Officer or Member of the Committee shall ipso facto vacate his office:-
 - (a) If he becomes bankrupt or suspend payment or compound with his creditors.
 - (b) If he becomes of unsound mind.
 - (c) If he ceases to be a Member of the Club.
 - (d) If he absents himself from the Meetings of the Committee for a period of six months, unless the Committee pass a resolution that his office be not vacated by reason of such absence.
 - (e) If by notice in writing to the Club he resigns office.
13. The Committee shall have power to fill any vacancies in their number or in the Officers of the Club occurring after the Annual General Meeting. Members so elected shall hold office until the next Annual General Meeting, but shall be eligible as a candidate for election at such Annual General Meeting.
14. The Committee shall meet at such times and places as they themselves shall arrange, but at least once in every three months. The Honorary Secretary may at any time at his discretion, and shall on request in writing of four Members of the Committee, call a Special Meeting of the Committee, reasonable notice being given by him in such case to every Member thereof. At all Committee Meetings five shall form a quorum.
15. The Committee shall exercise all such powers and do all such things as may be exercised or done by the Club, save such as are by these Articles or by any Statutes for the time being in force required to be exercised or done by the Club in General Meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the Companies Act 1985 and to such regulations (not being inconsistent with the said regulations or provisions) as may be prescribed by the club in General Meeting, but no regulation made by the Club in General Meeting shall invalidate any prior act of the Committee which would have been valid if such regulation had not been made.
16. In each year, the Committee shall fix the amount of any Entrance Fee and Members Subscription and the terms of payment thereof for the forthcoming year. The Committee shall have the power at its

discretion to suspend, reduce or increase such Entrance Fees or Subscriptions either before or during the said year.

17. The Committee shall have power from time to time to make, alter and repeal all such bye-laws and regulations as they may deem necessary or convenient for the proper conduct and management of the Club (provided that such bye-laws and regulations shall not be inconsistent with these Articles or required by law to be in the form of Articles of Association) and in particular, but not exclusively, they may by such bye-laws regulate:-
 - (a) The times of opening and closing any Clubhouse belonging to the Club or any part thereof, and the sale of intoxicating liquors on the premises.
 - (b) The terms, as to payment or otherwise, of admission of Members to participation in the benefit of any of the privileges of the Club and the use by or supply to Members, of any of the property of the Club.
 - (c) The limitation of the number of the Members of the Club.
 - (d) The terms as to the payment or otherwise of admission of Members with qualified privileges.
 - (e) The terms of admission to the premises and benefits of the Club of Members other than Full Members.
 - (f) The rules to be observed and stakes to be played for by Members or Temporary Members playing games on the Club premises.
 - (g) The prohibition of particular games on the Club premise entirely or at any particular time.
 - (h) The conduct of Members of Club in relation to one another and to the Club's employees.
 - (i) The setting aside of any part or parts of the Club premises for particular purposes.
 - (j) The imposition of penalties including expulsion or suspension from the privileges of membership of the club, for the breach of any Bye-Laws or any Articles of Association of the Club.
 - (k) The procedures at General Meetings and Meetings of the Committee of the Club.
 - (l) The institution, arrangement and conduct of competitions.
 - (m) The making of such local rules for the game of golf as may be deemed necessary or expedient to meet the requirements of the Club's own course.
 - (n) Generally all such matters as are commonly the subject matter of Club rules.
18. The Club shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Committee and shall specify the Meeting as such in the notice calling it, provided that every General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
19. The Committee may, when they think fit, convene an Extraordinary General Meeting, and Extraordinary Meetings shall also be convened on such requisition, or in default may be convened by 30 such requisitionists, as provided by Section 368 of the Act.
20. Twenty-one days notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a special resolution and fourteen days notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in

the case of special business the general nature of that business shall be given in the manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company, but with the consent of all Members having the right to attend and vote thereat, or such proportion of them as is prescribed by the Act in the case of Meetings other than Annual General Meetings, a Meeting may be convened by such notice as those Members may think fit.

21. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, the reports of the Committee, the election of Officers and Committee Members in place of those retiring and the appointment of the Auditors.
22. Thirty Members personally present shall be a quorum for a General Meeting, and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the Meeting.
23. At all General Meetings the President or if there be no such or in his absence the Captain for the preceding or for the current year, as the case may be, shall be entitled to take the chair. In their absence the Members present shall choose one of their number to be chairman of the meeting.
24. If within half an hour from the time appointed for a Meeting a quorum is not present, the Meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Members then present shall agree upon.
25. Subject to the provisions of article 11, every question submitted at the Meeting shall be decided by a show of hands or by ballot and in the case of an equality of votes the chairman of the meeting shall have a casting vote in addition to any vote to which he may be entitled as a Member. The chairman of the meeting shall decide the method of voting to be adopted.
26. At any General Meeting a declaration by the chairman of the meeting that a resolution has been carried or carried by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the Minute Book of the Club, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
27. The chairman of the meeting may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting), adjourn 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 thirty days or more, notice of the adjournment shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned Meeting.
28. Save as otherwise specifically provided herein, every Member of the Club shall have one vote and no more. Votes must be given personally and not by proxy.
29. Sufficient and proper accounts shall be kept of the receipts and expenditure of the Club and of the matters in respect of which such receipts and expenditure take place and of the property, credits, and effects, debts, and liabilities belonging thereto and once at least in every year the accounts of the Club shall be examined and the correctness of the balance sheet shall be ascertained by the duly elected Auditors.
30. Every Applicant for Membership shall be proposed by one and seconded by another Member of the Club entitled to vote at a General Meeting, to both of whom the Applicant shall be personally known. Every application for Membership shall be made in writing, signed by the Applicant and by his Proposer and Seconder. Such application shall be made on the following form:-

To The South Shields Golf Club Ltd.

I, desire to become a (state the of category of Member i.e. Gentleman, Lady, Junior or Special) Member of the South Shields Golf Club Limited and I agree, if elected, to become a Member of the said Club and to be bound by the Memorandum and Articles of Association and Bye-Laws of the Club.

Dated the day of 20 ..

The following particulars are correct:-

Full Name of Applicant.....

Address.....

Occupation.....

Date of Birth.....

Other Golf Clubs (if any).....

Signature of Applicant

The above Applicant is personally known to us and is a suitable person to be elected a Member of The South Shields Golf Club Limited.

Signed.....(Proposer)

Signed.....(Seconder)

31. The Subscribers to the Memorandum of Association and such other persons as shall be admitted to Membership in accordance with these Articles and no others shall be Members of the Club and shall be entered in the Register of Members accordingly. The privileges of a Member shall not be transferable and shall cease on his death or on the happening of any others events in that behalf herein mentioned.
32. Every application for Membership, except as herein mentioned, shall be posted on the Club notice board for a period of 21 days and shall be submitted to the Committee at the Meeting following the date of its being so posted and at such Meeting, if there be a vacancy in the Membership of the Club (or if there be then no such vacancy at the first Meeting after the occurrence of a vacancy) the Committee shall proceed to the election or rejection of the Applicant. An Applicant shall be elected by a majority of the Members present and voting and the voting shall be by ballot. In the case of an Applicant whose application has been posted for less than 21 days at the time of the referral to the Committee, the Committee may make a provisional decision which shall become final if no objection shall be made to the said application during the 21 day period of posting referred to above. Should there be such an objection, the Committee shall re-consider the application at their next meeting.
33. When an Applicant has been elected notice of his or her election shall forthwith be sent to the Applicant at the address given upon the form of Application for Membership together with a printed copy of the

Memorandum and Articles of Association and a request for payment of the Entrance Fee (if appropriate) and the first subscription.

34. Upon payment of the appropriate Entrance Fee and the first subscription an elected Applicant shall become a Member of the Club, provided that if such payment is not made within one month of the date of the election the Committee may at their discretion cancel such election.
35. At the discretion of the Committee, the Entrance Fee and Subscription may be suspended or reduced or increased during such period and under such conditions as the Committee shall think advisable.
36. The annual subscription is payable in advance on the 1st day in January of each year, on which day the financial year shall commence. No Member whose subscription is in arrears may take any Club prize, sweepstake, or competition. Any Member whose subscription remains in arrears at 31st of May shall cease to exercise the privileges of Membership and his or her name may be erased from the books of the Club, but may be replaced by the Committee upon available vacancy and on payment of all arrears. Subject to the above, Entrance fees and Subscriptions shall be paid in such a manner as the Committee may from time to time direct.
37. Any Member who has attained the age of 65 years and has been a Member of the Club for a minimum of 25 years, having paid the annual subscription, may at any time on payment of a further sum equivalent to three times the annual subscription for the time being in force become a life Member of the Club.
38. All Full Members shall be entitled to be elected as an Officer of the Club or as a Member of the Committee.
39. Lady Members shall be entitled to elect their own Captain, Vice Captain, Honorary Secretary and Committee and to make their own regulations for the conduct of their competitions and in respect of other matters not provided for in these Articles, but no regulation so made shall have effect until submitted to the Committee, or if it be disapproved by the Committee of the Club or if it be inconsistent with any rules, bye-laws, and regulations of the Club for the time being in force, all of which rules, bye-laws and regulations shall be deemed applicable to and binding on every Lady member.
40. Temporary, Junior, Honorary and Special Members may be allowed to use the Clubhouse facilities, course and other property and privileges of the Club upon such terms and conditions as the Committee may from time to time determine.
41. Any Member shall be allowed to bring guests to take meals or refreshments, it being expressly understood that the bill is to be discharged by the Member. Such guests shall only remain while the Member introducing them is present and the Committee shall have power to debar any such guest at any time.
42. The Club in General Meeting may on the recommendation of the Committee elect Honorary Members of the Club with or without payment of any subscription and with such privileges or such restrictions including the right to be elected as a Member of the Committee as the Committee shall recommend.
43. Subject to the express provisions of these Articles and to any bye-laws made by the Committee as herein provided for the time being in force, all Members of the Club shall be entitled at all times to use in common all the premises and property of the Club and to be supplied at such charges as the Committee shall determine with such meals, refreshments, liquors and things as are provided by the Club for the use of the Members.
44. Junior, Temporary or Special Members shall not be entitled to attend or vote at any General Meeting of the Club or to be elected as Officers of the Club or Members of the Committee, but, except as herein expressly provided, they shall be entitled to all rights and subject to the duties of Members of the Club, and the term 'Members' in these Articles and in the Memorandum of Association shall, except as aforesaid, be deemed to include Junior, Temporary, Honorary and Special Members.

45. At the invitation of the Committee, any employee may attend and speak at any General Meeting of the Club.
46. The Committee shall have power from time to time to regulate and limit the days, times, and places upon and at which Honorary, Junior, Temporary and Special Members shall be entitled to exercise their rights and privileges and shall have the power to allow employees of the Club such playing privileges as the Committee see fit.
47. As the payment of the subscription entitles a Member to enjoy the benefit and privileges of the Club, so it is to be considered as implying acquiescence in and submission to these Articles and the rules and bye-laws of the Club for the time being in force.
48. *Each Member shall be personally liable for his or her own acts and defaults and shall indemnify the Club from and against all claims in respect thereof.*
49. Any Member intending to resign from the Club must signify such intention in writing not later than 31st December of the current year, otherwise such Member shall be liable to pay the subscription for the following year, whether using the Club or not. Any person who shall by any means cease to be a Member shall at once forfeit and lose all interest in or claim upon the Club and its property, but shall, nevertheless, not be freed from his liability under the Memorandum of Association, nor shall the Club be deprived of its power to sue him for any subscription or other monies which at the time of his ceasing to be a Member may be due from him to the Club.
50. A former Member who shall have resigned but who wishes to rejoin the Club may be proposed and elected as provided by these Articles and shall pay the annual subscription in force at the time of re-election, but any question relating to the payment of an entrance fee or any part thereof shall be determined by the Committee.
51. If any Member shall wilfully refuse or neglect to comply with the provisions of the Memorandum of Articles, or Bye-Laws of the Club or shall be guilty of any other misconduct, such Member shall be liable to expulsion or suspension by resolution of the Committee, provided that at least one week before the Meeting at which such resolution is passed he or she shall have notice thereof and of the intended resolution for his or her expulsion or suspension and that he or she shall at such Meeting and before passing of such resolution, have had an opportunity of giving, orally or in writing, any explanation or defence he or she may think fit. A member expelled under the provisions of the Bye-laws shall forfeit all right in and claim upon the Club and its property.
52. The decision of the Committee in all cases of disputes shall be final.
53. The rules for the game of golf for this Club shall be the same as those in use for the time being by The Royal and Ancient Golf Club of St. Andrews, so far as they are applicable to play on the course and except in so far as they may be and are from time to time varied by the Committee.
54. The Committee may from time to time raise or borrow money for the purpose of the Club, and may secure the repayment of the same by mortgage or charge or in such other manner and upon such terms and conditions as the Committee think fit and in particular by the issue of Debentures or Debenture Stock, either charged upon the whole or part of the property or rights of the Club, or not so charged.
55. Any Debentures, Debenture Stock, Bonds, or other securities may be issued with any special privileges as to subscriptions, redemptions, surrender, attending and voting at General Meetings of the Club, representation on the Committee, appointment of Directors, and otherwise as the Committee may from time to time determine.
56. The Seal of the Club shall not be used except under and by virtue of a resolution of the Committee duly passed and in the presence of two Members of the Committee or one Member of the Committee and the

Honorary Secretary, who shall attest the execution of every deed or document to which the Seal shall so be affixed.

57. Every Member of the Committee, Officer, or employee of the Club shall be indemnified by the Club against all costs, losses and expenses which any such Member of the Committee, Officer or employee may incur or become liable to by reason of any contract properly entered into or act or deed duly done by him as such Member of the Committee, Officer or employee, or in any way in the discharge of his duties.
58. No Member of the Committee or Officer of the Club shall be liable for acts, receipts, neglects or defaults of any other Member of the Committee or Officer of the Club, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Club through insufficiency or deficiency of title to any property acquired by order of the Committee for or on behalf of the Club, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Club shall be invested or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any monies, securities, or effects shall be deposited, or for any loss or damage occasioned by any error of judgement or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.
59. The property and funds of the club cannot be used for the direct or indirect private benefit of Members other than as reasonably allowed by these Articles and all surplus income or profits shall be reinvested in the Club.
60. The Club may enter into an agreement with a Member for the supply to the Club of goods and services or employ and pay remuneration to staff who are also Members of the Club providing the terms are approved by the Committee without the Member concerned being present and are agreed with the Member on an arm's length basis.
61. If the Club shall be wound up, whether voluntarily or otherwise, the Liquidator, shall following a general Meeting at which a special resolution is passed to wind up the Club, after settling all liabilities of the Club, dispose of the net assets remaining to one or more of the following:-
 - (a) another Club with similar sports purposes which is a registered charity and/or
 - (b) another Club with similar sports purposes which is a registered Community Amateur Sports Club and/or
 - (c) the Club's governing body for use by them for related community sports.
62. The Committee shall be the sole authority for the interpretation of these Articles and of any bye-law or rule or regulation made from time to time under these Articles, subject to any such interpretation being consistent with the statutory requirements for Community Amateur Sports Clubs as first provided for by the Finance Act 2002 and the decision of the Committee upon any question of interpretation shall be final and binding on all classes of Members.