

Company Number 258734

**Special Resolutions**

of

**The South Shields Golf Club Limited (Company)**

Passed on 16 March 2016

At a general meeting of the Company duly convened and held at The Golf House, Cleadon Hills, South Shields, NE34 8EG on 16 March 2016 at 7 30pm, the following resolutions were duly passed as special resolutions

**SPECIAL RESOLUTIONS**

- 1 THAT the draft articles of association of the Club, a copy of which was attached to the notice of General Meeting (**New Articles**) (subject to two minor amendments to the New Articles that were explained to the meeting), be and they are hereby adopted as the articles of association of the Club to the exclusion of the existing articles of association of the Club
- 2 THAT the Committee be authorised to proceed with the incorporation or acquisition of a wholly-owned trading subsidiary for the Club to be named as the Committee decide
- 3 THAT, subject to resolution 2 above being duly passed and the wholly-owned trading subsidiary being incorporated or acquired, the Committee be authorised to proceed with the transfer to the trading subsidiary of such parts of the business and assets of the Club as they deem appropriate, provided always that such transfer is carried out with a view to the Club retaining its status as a registered Community Amateur Sports Club and/or is reasonably believed by the directors to be in the commercial interests of the Club

Signed



Director



**Company Number: 00258734**

**The Companies Act 2006**

**Private Company Limited by Guarantee and not having a Share Capital**


**Articles of Association**

**of**

**The South Shields Golf Club Limited**

**Adopted by way of special resolution on 16 March 2016**

- 1 In these Articles, unless there be something in the subject or context inconsistent therewith
- |                                  |  |
|----------------------------------|--|
| <b>Act</b>                       | shall mean the Companies Act 2006  |
| <b>Assisted Four Day Members</b> | any assisted four day member of the Club who is up to date in their payment to the Club of the required Subscription Fees for Assisted Four Day Members                              |
| <b>Club</b>                      | shall mean The South Shields Golf Club Limited   |
| <b>Committee</b>                 | shall mean the management committee of the Club for the time being consisting of those persons appointed to be directors of the Club from time to time                               |
| <b>Country Member</b>            | shall mean any Member living more than 50 miles from the Club who is up to date in their payment to the Club of the required Subscription Fees for Country Members                   |
| <b>Full Member</b>               | any member except a Country, Honorary, Social, Junior, Special or Temporary Member who is up to date in their payment to the Club of the required Subscription Fees for Full Members |
| <b>Honorary Member</b>           | any person who is elected by vote of the Members acting on the recommendation of the Committee to be an honorary member of the Club  |
| <b>Junior Member</b>             | any junior playing member of the Club who is up to date in their payment to the Club of the required Subscription Fees for Junior Members  |
| <b>Life Member</b>               | any person who has become a Life Member of the Club pursuant to the provisions of article 37   |

  
DIRECTOR

<b>Members</b>	any member of the Club from time to time including all Full Members, Junior Members, Country Members, Honorary Members, Social Members and Temporary Members
<b>Month</b>	shall mean calendar month
<b>Officer</b>	shall mean any officer of the Club from time to time, including but not limited to the Captain, Vice Captain, Honorary Secretary and Honorary Treasurer
<b>Secretary</b>	shall include any person appointed to perform the duties of Secretary temporarily
<b>Social Member</b>	shall mean any member with no playing privileges who is up to date in their payment to the Club of the required Subscription Fees for Social Members
<b>Special Member</b>	shall mean any member with restricted playing or other privileges except a Country, Assisted Four Day, Honorary, Junior, Social or Temporary Member who is up to date in their payment to the Club of the required Subscription Fee for Special Members
<b>Subscription Fee</b>	the relevant amount payable by a person to the Club from time to time for that person to become a Member of the Club, as such subscriptions are determined by the Committee from time to time for each class of Members
<b>Temporary Member</b>	any person who becomes a member of the Club on the basis that they are only permitted to play the course at restricted times subject always to the payment by them to the Club of any Subscription Fee or other fee that is relevant to the temporary membership

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

- 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 shall not have more than nine hundred members unless the Committee otherwise thinks fit
- 4 The Club is established for the following objects (**Objects**)
  - a To promote the amateur game of golf and other athletic sports and pastimes within the community

- b The provision of facilities for the promotion of participation in golf or any other eligible sport
  - c To encourage social intercourse among the Members
  - d To lay out, prepare and maintain a golf course at Cleadon, South Shields or elsewhere in or near to South Shields, for golf and other related purposes of the Club, and to provide clubhouses, pavilions, toilets, kitchens, refreshment rooms, workshops, sheds and other conveniences, and to furnish and maintain the same and permit the same to be used by the Members or visitors upon such terms as the Committee may from time to time think fit
  - e To establish, maintain and conduct a golf club for the accommodation of the Members and their friends and visitors
- 5 In furtherance of the Objects, but not otherwise, the Club may exercise the following powers
- a To establish, maintain and conduct a golf club for the accommodation of members and their friends and generally to afford them all the usual privileges, advantages, and accommodation of a golf club
  - b To promote and hold either alone or jointly with any other association, club, or persons, golf meetings, competitions, and matches and to offer, give or contribute towards prizes, medals and awards and to promote, give or support dinners, balls, concerts and other entertainments
  - c To collect and receive from the Members and others, entrance fees, subscriptions, locker rents and other payments
  - d To invest and deal with the monies of the Club not immediately required upon such securities and in such manner as may from time to time be determined
  - e To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges that the Club may think necessary or convenient for the promotion of the Objects, and to construct and maintain, and alter any buildings or erections necessary or convenient for the furtherance of the Objects
  - f To sell, let, mortgage, dispose of or turn to account all or any assets of the Club as may be thought expedient with a view to the promotion of the Objects
  - g To purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required that may be conveniently used in connection with the grounds, clubhouse or other premises of the Club by persons frequenting them, whether members of the Club or not
  - h To buy, prepare, make, sell and deal in all kinds of equipment used in connection with golf and in all kinds of liquor, provisions and refreshments required or used by Members or other persons using the grounds, clubhouse or premises of the Club
  - i To hire and employ without discrimination all classes of person considered necessary for the furtherance of the Objects and to pay them and to other persons in return for services rendered to the Club, salaries, wages, gratuities, charges and pensions (as appropriate)
  - j To support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the Club or its employees, or may be connected with golf, to give gratuities, Christmas boxes or financial assistance to any

- person who may have served the Club, or to the wife, widow, children or other relatives and dependents of any such persons
- k To borrow or raise money for the purposes of the Club on such terms and on the giving of such security as may be determined from time to time
  - l To invest and deal with the monies of the Club not immediately required upon such investments, securities or property and in such manner as may from time to time be determined
  - m To incorporate a wholly-owned trading subsidiary of the Club provided that when carrying out such activities the Committee has a reasonable belief that by any such subsidiary carrying out trading activities, the assets of the Club are likely to be enhanced as a result
  - n To do all such lawful things as are incidental or conducive to the attainment of the Objects or any of them
- 6 Membership of the Club shall be open to all without discrimination of any kind and no person shall be denied membership on the grounds of race, ethnic origin, creed, colour, age, disability, gender, occupation, sexual orientation, religion or social status, but membership may be refused for good cause such as, conduct or character likely to bring the Club or the game into disrepute. Membership may be limited according to the capacity of the available facilities such limitation to be on a non-discriminatory basis. Any applicant for membership whose application is refused may appeal the decision to the members in a general meeting and such appeal shall be decided by a majority vote.
- 7 A President may be elected annually by the Members at the Annual General Meeting. The role does not entitle the elected party to either be a member of the Committee or to vote at General Meetings of the Club.
- 8 The general management of the Club shall be vested in a Committee of thirteen who shall be the directors of the Club, consisting of the Captain, Vice Captain, Honorary Secretary, Honorary Treasurer, and nine other elected Members. The Committee may delegate any of their powers to Sub-Committees. The Captain, Honorary Secretary and Honorary Treasurer 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.
- 9 The Committee shall elect a chairman annually and he or she 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. In the absence of the chairman so elected, the Committee may elect one of their number to take the chair at any meeting of the Committee.
- 10 All the 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 the following manner:
- a The election shall be by ballot
  - b The candidates receiving the greatest number of votes shall be elected

- c 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
  - d 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 suspends payment or compounds 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 three months, unless the Committee pass a resolution that his office be not vacated by reason of such absence, or
  - (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 meetings of the Committee five members of the Committee 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 Act 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 Fees 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 Subscription Fees 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 contained in the Club's Articles) and in particular, but not exclusively, they may by such bye-laws regulate
  - (a) the times of opening and closing of 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 benefits 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 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 premises 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 the Club (subject always to any right of appeal against such expulsion or suspension contained in either the Articles or any Bye-Laws from time to time)
  - (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 a General Meeting, and General Meetings shall also be convened by the Full Members as provided for by Section 303 of the Act or any re-enactment thereof
- 20 Fourteen days' notice in writing at the least of every Annual General Meeting and 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 Articles or under the Act entitled to receive such notices from the Company, but with the consent of all Full 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 Full Members may think fit
- 21 All business shall be deemed special that is transacted at a General Meeting or an Annual General Meeting 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 members of the Committee in place of those retiring and the appointment of the Auditors
- 22 Thirty Full Members personally present shall be a quorum for a General Meeting, and no business shall be transacted at any General Meeting unless the requisite quorum is 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 Full 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 General Meeting a quorum is not present, the Meeting, if convened upon requisition of the Full Members 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 Full Members then present shall agree upon.
- 25 Subject to the provisions of article 11, every question submitted at the General 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 (if the chairman is a Full Member) shall have a casting vote in addition to any vote to which he may be entitled as a Full Member. In circumstances in which there is a tied vote and the chairman is not entitled to a casting vote, the matter will be decided by lots drawn by the chairman. 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 General Meeting at which a quorum is present (and shall if so directed by the Full Members at the General Meeting), adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting other than business which might have been transacted at the General Meeting from which the adjournment took place. Whenever a General 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 Full Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned General Meeting.
- 28 Save as otherwise specifically provided herein, every Full Member of the Club (including every Four Day Member) shall have the right to receive notice of, attend and vote at General Meetings of the Club. Each Full Member shall be entitled to one vote on each matter put to the Full Members for decision.
- 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 complete an application in the following form

**To The South Shields Golf Club Limited**

I, \_\_\_\_\_ desire to become a \_\_\_\_\_ (state the category of Membership] 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 Articles of Association and Bye-Laws of the Club

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

The following particulars are correct

Full Name of Applicant

Address (Including Post Code)

Telephone Number

Email Address

Occupation

Date of Birth

Other Golf Clubs (if any)

Signature of Applicant

31 Only such 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 or her death or upon any of the circumstances set out in articles 12(a) to 12(c) or 12(e) occurring

32 Every application for Membership, except as herein mentioned, shall be submitted to the Committee at the meeting following the date of application The Committee shall proceed to the election or rejection of the applicant and their decision shall be final save for the right of appeal referred to in article 6

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 application form for Membership together with a printed copy of the Articles of Association and a request for payment of the entrance fee (if appropriate) and the Subscription Fee (or such part thereof as the Committee determine to be due and payable)

34 Upon payment of the appropriate entrance fee (if any) and the first Subscription Fee 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 Fee may be suspended or reduced or increased during such period and under such conditions as the Committee shall think advisable

36

a Save as is provided in b below annual Subscription Fees are due on the 1st January of each year, on which day the financial year shall commence Payment shall be made in compliance with one of two methods

i by payment in full by 28th February, or

ii payment by instalments as determined by the Committee

Where the instalment method is chosen, a standing order or equivalent arrangement must be in place by the end of January. A Member opting for payment by instalments acknowledges in so doing his obligation to pay the full annual Subscription Fee without exception. Should such a Member either resign his Membership or fail to pay an instalment then the whole of the Subscription Fee becomes immediately payable. Any Member whose subscription is in arrears shall not be entitled to exercise the privilege of Membership.

- b The Committee may offer to any Full Member, whether that Member be a lady or a gentleman and whether that Member be an existing Member or a new Member, the entitlement to pay his or her subscription in advance to the extent of 5 years or 10 years (but of no other period) and in any such event the rate of such subscription shall be a multiple of 5 years or 10 years of the annual subscription which would be due at the time when the subscription commences but reduced in every case by a deduction of 7.7% in the instance of a 5 year multiple and by 14.5% in the instance of a 10 year multiple or by such other percentage deduction as the Committee may decide from time to time.

- 37 Any Member who has attained the age of 65 years and has been a Full Member of the Club for a minimum of 25 years, having paid the annual Subscription Fee, may at any time, on payment of a further sum equivalent to three times the annual Subscription Fee for the time being in force for Full Members become a life Member of the Club.
- 38 Subject to any rights granted to an Honorary Member, only 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 and approved by the Committee.
- 40 Country, Junior, Honorary, Special and Temporary 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 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. The Committee may accept Special Members with such privileges or such restrictions and Subscription Fee as the Committee should agree.
- 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 Country, Junior, Social, 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.

- 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 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 Fee 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 on the premises of the Club and shall indemnify the Club from and against all claims in respect thereof All Members are recommended to purchase their own insurance in relation to any such acts or defaults
- 49 Any Member intending to resign from the Club must signify such intention in writing not later than 31<sup>st</sup> December of the current year, otherwise such Member shall be liable to pay the Subscription Fee for the following year, whether using the Club (including playing the course) 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 these Articles, nor shall the Club be deprived of its power to sue him for any Subscription Fees 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 or ceased to be a Member but who wishes to rejoin the Club may be proposed and elected as provided by these Articles and shall pay the annual Subscription Fee 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 an allegation or report is received to the effect that a Member has wilfully refused or neglected to comply with the provisions of the Articles or Bye-Laws of the Club or is accused of being guilty of any other misconduct, the Committee shall make such enquiries as they see fit in respect of such allegation or report In accordance with their findings the Committee are empowered to take the following steps if deemed necessary 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 Pending the meeting hereinbefore referred to an Officer of the Club shall have power in their discretion to suspend a Member by written notice A member expelled under the provisions of the Bye-laws or the Articles shall forfeit all right in and claim upon the Club and its property An appeal against expulsion may be made to the members in a general meeting and decided by a majority vote
- 52 The decision of the Committee in all cases of disputes shall be final except where a right of appeal against such decisions exists in these Articles
- 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 or her office or in relation thereto, unless the same happen through his own dishonesty
- 59 The liability of each Member is limited
- 60 Each Member undertakes to contribute to the assets of the Club in the event of the same being wound up during the time in which he or she is a Member, or within one year afterwards, for
- a payment of the Club's debts and liabilities contracted before the time at which he or she ceases to be a Member,
  - b payment of the costs, charges and expenses of winding up the Club, and
  - c the adjustment of the rights of the contributories amongst themselves
- such amount as may be required provided always that such amount shall not exceed £4 for any Member
- 61 The Club is not established or conducted for private gain and no surplus income or profits will be distributed by way of dividend or otherwise to the Members
- 62 The income and property of the Club shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the Members or third parties other than other registered community amateur sports clubs or charities and no director of the Club shall be appointed to any office of the Club paid by salary or fees or

receive any remuneration or other benefit in money or money's worth from the Club provided that nothing in these Articles shall prevent any payment in good faith by the Club of

- a the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession or by any partner of his or her when instructed by the Club to act in a professional capacity on the Club's behalf provided that at no time shall a majority of the Board benefit under this provision and any such director shall withdraw from that part of any meeting of the Board at which his or her appointment or remuneration or that of his or her partner is under discussion,
- b reasonable and proper remuneration for any services rendered to the Club by any Member, officer or employee of the Club who is not a director,
- c reasonable and proper out-of-pocket expenses incurred in the exercise by directors or committee members of the powers and the discharge of their responsibilities in relation to the Club,
- d interest on money lent by a Member at a commercial rate of interest,
- e reasonable and proper rent for premises demised or let by any Member, or
- f 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

63 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

64 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 governing body for the sport of golf for use by them for related community sports

65 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