

Articles of Association  
of  
Clandon Regis Golf Club Limited

As Revised, and Adopted  
at the AGM on 1<sup>st</sup> October 2022

# Articles of Association of Clandon Regis Golf Club Limited

## 1 INTERPRETATION

In these Articles:

- 1.1 “the Act” means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force.
- 1.2 “the club” means Clandon Regis Golf Club Limited.
- 1.3 “the General Manger” means the person appointed to manage the day-to-day business of the Club and perform any other duties determined by the Directors. This includes joint, or deputy General Manager.
- 1.4 “Founder Debenture” means an unsecured £1,000.00 debenture issued on such terms and conditions as the Directors have determined.
- 1.5 “Member” means a person belonging to the Club in any category of Membership.
- 1.6 “Full Member” means a Member who is a Seven Day member, a Five Day Member, Intermediate Member or a Life Member or any other Member who holds a Founder Debenture.
- 1.7 “Seven Day member” or “Five Day Member” means respectively a Member who holds such classification of Membership in the Club.
- 1.8 “Senior Member” means a male Full Member who is 55 years of age, or over.
- 1.9 “the Rules” means the Rules of the Club, from time to time adopted by the Members.
- 1.10 Unless the context otherwise requires, word or expressions contained in these Articles bear the same meaning as the Act but excluding any statutory modification not in force when these Articles become binding on the Club.
- 1.11 Rolling membership means annual membership with a start date on any other date other than 1st June in any year.

## 2 OBJECTS

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

## 3 MEMBERSHIP

- 3.1 The maximum number of Members of the Club permitted by planning authority is a total of 800.
- 3.2 The Directors shall not alter the agreed limit of playing Members without the approval of the Members who are entitled to vote at a General Meeting.

## 4 PROPOSAL OF MEMBERS

- 4.1 The application for Membership of every candidate must be in writing, signed by the candidate, and shall be in the form that the Directors from time to time prescribe.

## 5 SUBSCRIPTIONS, DEBENTURES and DEPOSITS

- 5.1 The annual and other subscriptions, entrance fees, debentures and returnable deposits (if any) payable by Members are to be such as the Directors from to time prescribe, and debentures and deposits shall be paid to the Club on such terms and conditions as the Directors from time to time determine.
- 5.2 All annual subscriptions are payable in advance by 1st June, the day on which the Club’s financial year commences. If the Board so decides, in the case of a rolling annual subscription, it is payable in advance on the anniversary of joining.
- 5.3 A Member elected after the end of June in any year will have his application adjusted in proportion to the period of the year remaining unless a rolling subscription has been paid.
- 5.4 The Directors may permit either generally, or in respect of any particular Member or Members, payment of annual subscriptions by instalments.

## 6 NON PAYMENT OF SUBSCRIPTIONS

- 6.1 If a member has not paid their subscription by 1<sup>st</sup> June, or in the case of a rolling membership subscription, the anniversary of joining, then they will not be permitted to use the course until the subscription has been paid. Any Members whose annual subscription is unpaid on 30th June ceases to be a Member of the Club and forfeits all rights in and claim upon the Club, its property (other than in respect of any moneys due to the Member pursuant to any deposit, loan or debenture) unless the Directors suspend the operation of this provision, which they may do as regards any particular Member on such terms as they determine at their discretion. Such Members will be placed on the Resignation List (see Article 12.4) as at a date to be decided by the Directors.
- 6.2 Where the Directors have resolved in accordance with Article 5, that the subscription of any particular Member may be paid by instalments, this Article also applies to non-payment of any instalment, substituting the due date of the instalment for 30th June.
- 6.3 A list of all Members whose subscriptions are in arrears may be displayed in the club house on or after 15th June annually. Or on the anniversary of their joining. Such Members may not compete for any Club prize or vote at any Meeting until such time as any arrears of subscription are paid.
- 6.4 Any member whose subscription remains unpaid on 1st June or in the case of a rolling member one month after the anniversary of their joining may not use the golf course until the subscription is paid.

## 7 CLASSES OF MEMBERSHIP

### 7.1 Seven Day Member

A Seven Day Member may use the course at all permitted times and have full use of the club house and facilities at all times.

### 7.2 Five Day Member

A Five Day Member may use the course at all permitted times on week days, and in such days as may be permitted by the Bylaws, and may have full use of the club house and facilities at all times.

### 7.3 Joint Member

Two adults who, at the discretion of the Directors, have allocated a Joint Membership:

7.3.1 both being Seven Day Members or

7.3.2 One being a Seven Day and one being a Five Day Member or

7.3.3 Both being Five Day Members.

### 7.4 Family Members

Two Joint Members who are both Seven Day Members and their child/children who is/are either Junior or Intermediate Members.

### 7.5 Country Member

A Member residing beyond a radius of 60 miles from the club house and having no business address or private address within that radius other than that of the Club. A Country Member may use the course up to 12 times a year without paying a green fee and may have full use of the club house and facilities at all times. A Country Member may not stand for election as a Director or serve on any Committee.

### 7.6 Overseas Member

A Member who intends to reside abroad for 6 months or more may apply for overseas membership and the Directors, may decide what fees are applicable. They are not entitled to use the course without paying the appropriate green fee as determined by the Directors, but may have full use of the club and facilities at all times. An overseas member may not stand for election as a Director or serve on any Committee.

### 7.7 Junior Member

A Member aged under 19 on the 31<sup>st</sup> December.

A Junior Member may use the course at the times stated in the Bylaws and may have full use of the club house and facilities at all times. A Junior Member may not stand for election as a Director or serve on any Committee other than the Juniors' Committee.

### Intermediate Member

- 7.8 A Member who is 18 years and under the age of 26 years on 1<sup>st</sup> June and is a Full Member. An Intermediate Member may use the course at all permitted times and may have full use of the club house and facilities at all times. An Intermediate Member may stand for election as a Director and serve on any Committee.

### 7.9 Social Member

A person who may avail himself of all amenities of the club house and premises of the Club, but is not entitled to use the course. A Social Member may not stand for election as a Director or serve on any Committee other than the Social Committee.

### 7.10 Life Member

A Life Member is entitled to all the privileges of Membership without paying an annual subscription.

### 7.11 Honorary Member

7.11.1 On the recommendation of the Directors, an Honorary Member may be elected by secret ballot at any General Meeting of the Club over and above the complement of playing Members.

7.11.2 A two-thirds majority of the votes of those Members present and entitled to vote at the General Meeting of the Club is necessary for the election of an Honorary Member.

7.11.3 An Honorary Member may be elected for life or for such other period as the General Meeting of the Club may decide by the said majority.

7.11.4 An Honorary Member is entitled to all the privileges of Membership, except that he may not stand for election as a Director, or serve on any Committee.

### 7.12 Corporate Member

Corporate Memberships may be granted on such terms as the Directors think fit.

### 7.13 Temporary Member

A person who is granted rights to use the course for a specified duration of time and on such terms as the Directors at their discretion think fit. A Temporary Member may have full use of the club house and facilities at all times. A Temporary Member may not stand for election as a Director or serve on any Committee.

- 7.14 Other Classes of Membership may be granted on such terms as the Directors, at their discretion, think fit.

## 8 GUEST AND VISITORS

The Directors may permit non-Members to play golf and/or use the facilities at the course on such terms as the Directors, at their discretion, think fit.

## 9 ELECTION OF MEMBERS

- 9.1 The name, address and such other information relating to the candidate as the Directors reasonably require, must be sent to the General Manager in writing. New members applications should be copied to the Board for final ratification when they are passed to the relevant captain.

- 9.2 Every candidate for election to Membership of the Club (except a person granted Temporary Membership pursuant to Article 7.13 or Corporate Membership granted pursuant to Article 7.12) shall be approved by the Directors of the Club.

- 9.3 The General Manager shall send a Notice of Election to Membership to each candidate whose application for Membership has been approved by the Directors.

- 9.4 No Member may enjoy any benefits or privileges of the Membership until his entrance fee, deposit and/or debenture or loan, as applicable and first subscription have been paid, and, if payment is not made within one month from the date of the General Manager's Notice of Election to Membership, the election is absolutely void unless the Member shows sufficient cause for the delay to the satisfaction of the Directors.

- 9.5 Candidates balloted for and not elected may not be proposed for election again within a period of 12 months.

## 10 RIGHTS OF MEMBERS

- 10.1 Subject to the express provisions of these Articles and to the Memorandum of Association, and to any Bylaws made by the Directors as provided below for the time being in force, and to the limitations (if any;

attached to a Member's type of Membership, all Members are entitled at all times to use the premises and property of the Club in common, and to be supplied, at such charges as the Directors from time to time determine, with whatever meals, refreshments and things as are provided by the Club for use of its Members.

- 10.2 Subject to the provisions of these Articles every Member is entitled to all rights and is subject to all the duties of Membership as defined within these Articles and the Rules.

## 11 TRANSFER BETWEEN MEMBERSHIP CLASSES

Any Member may apply to transfer his Membership from one class of Membership to another by making written application to the General Manager. The Directors may, at their discretion, transfer that Member from the class of Membership to which he/she belongs to any other class of Membership for which he may be eligible.

Any transfer shall be subject to the availability of places and to the financial provisions relating to the various classes of Membership. The Directors shall charge an administration fee determined by them before effecting any transfer.

## 12 NOTICE OF RESIGNATION

- 12.1 Any Member may resign his/her Membership of the Club at any time, by giving notice in writing to the General Manager.
- 12.2 The resignation becomes effective on 31st May next, the day on which the Club's financial year ends. Or at the anniversary of their joining.
- 12.3 A Member who resigns continues to be liable for any annual subscription due and unpaid at the date of his/her resignation or the anniversary of their joining.
- 12.4 The General Manager shall keep a record of Members resigning (called the Resignation List). The names of Members will be recorded in order of date of receipt of their written notice of resignation. The order of names so entered shall determine the order of repayment of any moneys due to the Member.
- 12.5 A resigned Member who has discharged all his liabilities to the Club and wishes to rejoin may be proposed and balloted for in accordance with Article 9, when a vacancy is available. They will not be eligible to re-join under any promotional membership offer within a period of 12 months from their resignation.
- 12.6 A Member who has resigned, and whose name is on the Resignation List, and who subsequently rejoins the Club, shall have his/her name removed from the Resignation List

## 13 EXPULSION AND DISCIPLINE OF MEMBERS

- 13.1 If the conduct of any Member is, in the opinion of the Directors, injurious to the character of the Club or objectionable in any respect, the Directors shall refer the matter to the Disciplinary Committee for consideration in accordance with Rule 20 and Appendix A of the Rules.
- 13.2 Upon receiving a recommendation from the Disciplinary Committee to expel a Member that Member may, subject to the further provisions of this Article, be required by the Directors to resign, and, if he/she does not resign within one week, the Member may (after he/she has been given the opportunity to justify or explain his/her conduct), be expelled by resolution of the Directors - passed by a two-thirds majority of those present, and then ceases to be a Member of the Club.
- 13.3 Before resolving to expel a Member, the Directors shall take account of the recommendations of the Disciplinary Committee in accordance with Rule 20 and Appendix A of the Rules but shall not be bound by them.
- 13.4 The decision and the findings of the Directors shall be sent in writing by the Company Secretary to the Member whose conduct has been investigated.
- 13.5 A Member expelled under this Article may appeal by giving written Notice of Appeal to the Company Secretary within 14 days from the date of the written notice of the Directors' decision.
- 13.6 Upon receipt of a Notice of Appeal, an Extraordinary General Meeting must be convened within 28 days and, if that Meeting passes an Extraordinary Resolution rescinding the expulsion, then the Member must be reinstated as from the date of the resolution.
- 13.7 If any Member is convicted on indictment of any criminal offence or is adjudged a bankrupt, or makes any composition or arrangement with his creditors or, being engaged in any profession, is prohibited by the disciplinary body of that profession from continuing to practice, that Member's Membership may be terminated by the Directors, at their discretion.
- 13.8 Any Member expelled in accordance with these Articles, or otherwise ceasing to be a Member, forfeits all rights to, or claim upon the Club or its property or funds (other than in respect of any moneys due to the

Member pursuant to any deposit, loan or debenture), or any return of annual subscription paid and remains liable for any outstanding subscription or changes due from him/her at the date of expulsion or cessation.

#### 14 RIGHTS OF MEMBERS PERSONAL

- 14.1 The rights of a Member as such are personal and are not transferable and cease upon his/her death.
- 14.2 If, within 3 month after the death of a Member, the deceased's spouse or civil partner or a child or other relative of the deceased over the age of 18 years shall apply for Membership and subsequently be elected a Member of the Club in accordance with these Articles, such person shall not be required to pay an entrance fee or deposit, or subscribe for a debenture as a condition of Membership, provided that the deceased's Personal Representatives shall transfer any debentures held by the deceased Member to such spouse or child or other relative. This Article shall only apply to one such transfer.
- 14.3 If, within 28 days after a Member shall have resigned his/her Membership, the former Member's spouse or civil partner or a child or other relative of the former Member over the age of 18 years shall apply for Membership and subsequently be elected a Member of the Club in accordance with these Articles, such person shall not be required to pay an entrance fee or deposit or subscribe for a debenture as a condition of Membership, provided that the following conditions are satisfied:-
- 14.3.1 At the time of resignation of the former Member, there was no subsisting reason which would have given the Directors cause to expel the former Member pursuant to these Articles or the Bylaws. The directors decision (whether or not retrospective) on this issue shall be final and conclusive, and,
- 14.3.2 the former Member shall have notified the Directors, in writing, that he/her wishes the provisions of this Article to apply to and benefit the spouse or civil partner or child or other relative elected to Membership, and,
- 14.3.3 the former Member shall transfer any debenture held by him/her to such spouse or civil partner or child or other relative.

#### 15 ANNUAL GENERAL MEETING

- 15.1 The Club shall hold a General Meeting in each year as its Annual General Meeting, in addition to any other meetings in that year and must specify the Meeting as the Annual General Meeting in the notices calling it.
- 15.2 The Annual General Meeting shall be held at such a time and place as the Directors appoint.
- 15.3 Not more than 15 months may elapse between the date of one Annual General Meeting of the Club and that of the next.

#### 16 EXTRAORDINARY GENERAL MEETINGS

- 16.1 All General Meetings, other than the Annual General Meeting, must be called Extraordinary General Meetings.
- 16.2 The Directors may, whenever they think fit, and must on a requisition made in writing by Full Members representing not less than one-tenth of the total voting rights of all Members having at the date of deposit of the requisition a right to vote at General Meetings, convene an Extraordinary General meeting.
- 16.3 Any requisition made by the Members must state the objective of the Meeting proposed to be called, and must be signed by the requisitionists and deposited at the Registered Office of the Club.
- 16.4 On receipt of the requisition, the Directors must immediately proceed to convene an Extraordinary General Meeting.
- 16.5 If the Directors do not proceed to call a Meeting within 21 days from the date of the deposit of the requisition, or any of them representing more than one-half of the total voting rights of all of them, may convene such a meeting.

#### 17 NOTICE OF MEETINGS

Accidental omission to give notice of any Meeting to or non-receipt of such notice by any Member does not invalidate the proceedings of that Meeting.

#### 18 QUORUM

- 18.1 No business may be transacted at any General Meeting unless a Quorum is present.

- 18.2 Save as otherwise provided in these Articles, 60 Full Members personally present is a Quorum.
- 18.3 If a Quorum is not present within half an hour after the time appointed for the Meeting:
  - 18.3.1 If the Meeting was convened on the requisition of the Members, it must be dissolved;
  - 18.3.2 in any other case, the Meeting stands adjourned to the same day in the next week at the same time and place or to such a time and place as the Directors may determined and, if at the adjourned Meeting a Quorum of Members is not present within half an hour after the time appointed for the Meeting, the Members present may form a Quorum.

## 19 CHAIRMAN

- 19.1 The Chairman of the Board of Directors and failing him/her, the Finance Director, or failing him/her another Director should preside as Chairman at every General Meeting.
- 19.2 If there is no Director present within 15 minutes after the time of holding the Meeting, the Members present may elect one of their number to be Chairman of the Meeting.

## 20 ADJOURNMENT

- 20.1 The Chairman may, with the consent of a Meeting at which a Quorum is present (and must, if so directed by the Meeting), adjourn the Meeting from time to time and from place to place.
- 20.2 No business may be transacted at any adjournment Meeting, other than business which might properly have been transacted at the Meeting, had the adjournment not taken place.

## 21 PASSING OF RESOLUTIONS

- 21.1 At any General Meeting a declaration by the Chairman that a resolution has been carried, or carried unanimously, or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Club, are conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, unless a poll is demanded by the Chairman or by at least 10 Members having the right to vote at the Meeting or by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the Meeting.
- 21.2 If a poll is deemed in the above manner, it shall be taken in such a manner as the Chairman directs and the result is deemed to be the resolution of the Meeting at which the poll was demanded.

## 22 VOTING RIGHTS

- 22.1 Every Member may attend General Meetings but only Full Members and Intermediate Members may vote at such Meetings. Country, Overseas, Junior, Social, Honorary and Temporary Members may not vote, unless they are also Founder Debenture holders.
- 22.2 No Member may vote at any Meeting unless all the money then due from him/her to the Club has been paid.
- 22.3 Every Member entitled to vote has one vote, and no more, except that, in the case of equality of votes, the Chairman may have a second or casting vote.
- 22.4 On a poll votes may be given either personally or by proxy.

## 23 PROXY VOTING

- 23.1 A Member may appoint a proxy voter, who may or may not be a Member of the Club, to vote in his/her stead.
- 23.2 A proxy must be appointed in writing under the hand of the appointer.
- 23.3 The instrument appointing a proxy must be deposited at the Registered Office of the Club, not less than 24 hours before the time of holding the Meeting at which the person named in such instrument proposes to vote.
- 23.4 Any instrument appointing a proxy must be in the following form:

CLANDON REGIS GOLF CLUB LIMITED

I, ..... of .....being a Member of the above named Company, appoint ..... of .....*or, failing [him/her]*, the Chairman of the [Annual / Extraordinary General Meeting], as my proxy to vote in my name and on my behalf at the [Annual / Extraordinary General Meeting] of the Company, to be held on “.....” and at any adjournment.

Signature of Member

Dated:

## 24 DIRECTORS

- 24.1 The Board of Directors (the Board) shall comprise the Chairman of the Board and not more than 6 other Members elected as provided in these Articles.
- 24.2 Four Directors are a Quorum at a Board Meeting.
- 24.3 In the event that the Chairman of the Board does not attend any Board Meeting, the Directors attending may elect a Chairman of that Meeting.
- 24.4 Questions arising at a Meeting shall be decided by a majority vote. In case of equality of votes at any Board Meeting the Chairman of that Meeting may have a casting vote.
- 24.5 No Director may hold any other elected position in the Club.
- 24.6 The General Manger, the Men’s Captain and the Ladies’ Captain shall be given notice of and have the right to attend Board Meetings but shall not be entitled to vote.

## 25 REMUNERATION

No Director may receive any remuneration for his service in the capacity of Director.

## 26 AGE LIMITS

There is no upper age limit for Directors and accordingly Section 293(2) - (6) of the Act does not apply to the Club.

## 27 ELECTION OF DIRECTORS

- 27.1 The election of the Directors shall take place in the following manner at the Annual General Meeting:
  - 27.1.1 Any two Full Members may nominate any other Full Member (other than the Captains and Vice Captains), to serve as a Director of the Club, having previously received the nominee’s assent.
  - 27.1.2 The name of each Member so nominated, together with the names of his/her proposer and seconder, must be sent in writing, signed by all three of them, to the Company Secretary at least 28 days before the Annual General Meeting. The nomination form should contain a signed declaration by the nominee that he/she will serve if elected.
  - 27.1.3 A list of the Candidates names in alphabetical order, with the proposers’ and seconders’ names, must be displayed in a conspicuous place in the club house for at least 14 days immediately preceding the Annual General Meeting.
  - 27.1.4 Balloting lists shall be prepared (if necessary) containing the names of the candidates only, in alphabetical order.
  - 27.1.5 Each Member present at the Annual General Meeting and qualified to vote may vote for any number of candidates, not exceeding the number of vacancies.
  - 27.1.6 If insufficient candidates are nominated, the Directors may elect a Member or Members to fill the remaining vacancy or vacancies
  - 27.1.7 If any candidate declines to serve after being elected, the candidate who has the next largest number of votes shall be elected.
  - 27.1.8 If two or more candidates obtain an equal number of vote, the Directors shall select by lot from such candidates the candidates who is or are to be elected.
- 27.2 Within 30 days of the Annual General Meeting the elected Directors shall elect a Chairman of the Board, a Chairman of the House Committee, Marketing Director, Chairman of the Green Committee and a Finance Director from amongst their number.

## 28 RETIREMENT OF DIRECTORS

- 28.1 All Directors shall stand for three years, or until the AGM following their election



28.2 The Directors retiring, pursuant to Articles 28.1 & 30.2, are eligible for re-election at the same Annual General Meeting.

28.3 No Member may be a Director of the Company for a continuous period of more than 6 years.

## 29 APPOINTMENT OF COMPANY SECRETARY

29.1 The Company Secretary shall be appointed by the Directors for such term as they think fit.

29.2 The Company Secretary will have the custody and maintain the Statutory Books of the Club.

## 30 CASUAL VACANCIES

30.1 All casual vacancies arising among the Directors may be filled by the Directors.

30.2 Any Director appointed to fill a casual vacancy must retire at the following Annual General Meeting.

30.3 The service on the Board of Directors of any Member chosen to fill a casual vacancy is not to be reckoned in calculating the term of office of that Member if he/she is subsequently elected as a Director.

## 31 REMOVAL OF DIRECTORS

31.1 The office of a Director is vacated if:-

31.1.1 His/her Membership of the Club ceases for any reason,

31.1.2 He/she absents himself from meetings of the Directors for a continuous period of six calendar months or for three consecutive meetings of the Directors, without special leave of absence from the other Directors,

31.1.3 He/she gives the other Directors one calendar month's notice, in writing, that he/she resigns his office,

31.1.4 He/she is removed by Extraordinary Resolution passed at a General Meeting.

## 32 ACCOUNTS

32.1 The Directors shall ensure that proper books of accounts are kept in respect of:

32.1.1 all sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure take place, and

32.1.2 the assets and liabilities of the Club.

32.2 The books of accounts must be kept at the Registered Office of the Club, or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.

32.3 The Directors shall, from time to time, determine whether and to what extent and at what times and places and under what conditions and regulations, the accounts and books of the Club, or any of them are to be open to the inspections of Members who are not Directors.

32.4 No Member who is not a Director has any right to inspect any account or book or document of the Club except as conferred by statute or authorised by the Directors.

## 33 PRESENTATION OF ACCOUNTS

33.1 Once at least in every year the Directors must lay before the Club in General Meeting, an account of income and expenditure for the period since the previous account.

33.2 A balance sheet must be made out in every year and laid before the Club in General Meeting made up to a date not more than 6 months before such Meeting.

33.3 A copy of the balance sheet shall be sent to, or made available to all Members entitled to receive notices of General Meetings in the manner in which notices are to be given under these Articles, 21 days prior to the Meeting.

33.4 Every account and balance sheet shall be accompanied by a report of the Directors and the account, report and balance sheet must be signed by the Finance Director and one other Director.

## 34 POWERS OF DIRECTORS

34.1 The Directors may exercise all power that may be exercised by the Club and do anything that may be done by the Club except where, under these Articles or any statute for the time being in force, the power must be exercised or the thing be done by the Club in General Meeting.

34.2 The Directors may act notwithstanding vacancies.

34.3 The Directors may issue debenture, debenture Stock, or obligations of the Company at any time, any form or manner, and may raise or borrow for the purposes of the Club any sum or sums of money, either upon mortgage, or charge, of full or any of the property of the Club, whether present or future, or on bonds or debentures secured by Trust Deed or otherwise, or not secured, as they see fit.

### 35 BYLAWS

35.1 The Directors may from time to time make, alter and repeal any Bylaws they consider necessary or expedient or convenient for the proper conduct and management of the Club.

35.2 The Directors shall adopt whatever means they consider sufficient to bring all Bylaws, alternations and repeals to the notice of the Members.

35.3 All Bylaws, so long as they are in force, are binding on all members.

35.4 No Bylaws may be inconsistent with, or effect or repeal anything contained in, the Memorandum or Articles or Association of the Club, or is in breach of any statutory provision.

35.5 Any Bylaws may be set aside by a special resolution of a General Meeting.

### 36 DELEGATION

36.1 The Directors may delegate any of their powers to a Committee or Committees of the Club.

36.2 In the exercise of the powers delegated to it, a Committee must conform to any regulation prescribed by the Directors.

### 37 AUDITS

An auditor must be appointed and his or their duties regulated in accordance with the Act.

### 38 SEAL

38.1 The Directors must provide for the safe custody of the Common Seal of the Club.

38.2 The Seal of the Club must not be affixed to any instrument except by the authority of a Resolution of the Directors and in the presence of:

38.2.1 At least two Directors, or,

38.2.2 A Director and the Company Secretary or another person appointed by the Directors for the purpose.

38.3 The two Directors and the Company Secretary or other persons appointed shall sign every instrument to which the Seal of the Club is affixed in their presence.

### 39 NOTICES

39.1 All notices and Communications with members where possible will be sent out by email or any other electronic means and displayed in a prominent place in the clubhouse.

### 40 RULES

40.1 These Articles or Association should be read in conjunction with the Rules.

40.2 In the event of any difference between the Articles of Association and the Rules, the Articles shall prevail.

40.3 The Members in General Meeting must approve any alteration to the Rules by a two thirds majority, of those present and eligible to vote.

40.4 Every Member is bound by, and must submit to the Rules.

### 41 HEADINGS

The headings in these Articles do not form part of them or in any manner affect the interpretation or construction of them.