

**Company Number 04340302**

**Special Resolutions**

**of**

**Annfield Plain Cricket Club Limited (Company)**

**Passed on 17 March 2016**

At a general meeting of the Company duly convened and held at Annfield Plain Cricket Club, Enterprise Park, Greencroft, Stanley, County Durham, DH9 8PP on 17 March 2016, the following resolution was duly passed as a special resolution

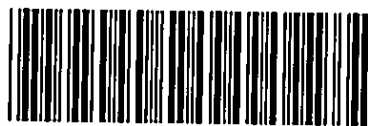
**SPECIAL RESOLUTIONS**

- 1 **THAT** the draft articles of association of the Company, a copy of which was attached to the notice of general meeting, be and they are hereby adopted as the articles of association of the Company to the exclusion of the existing articles of association of the Company

Signed

  
Director

SATURDAY



\*A550992P\*

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16/04/2016

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COMPANIES HOUSE

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ANNFIELD PLAIN CRICKET CLUB LIMITED**  
**(CRN: 04340302)**

(adopted by Special Resolution passed on 17 March 2016)

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires, the following definitions shall apply

<b>Act</b>		the Companies Act 2006
<b>Articles</b>		the articles of association of the Club for the time being in force
<b>Board</b>		the board of directors of the Club from time to time.
<b>Business Day</b>		any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are open for business.
<b>Clear Days</b>		in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
<b>Club</b>		Annfield Plain Cricket Club Limited, a company limited by guarantee registered in England and Wales with company number 04340302
<b>Conflict of Interest</b>		a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club
<b>Eligible Director</b>		a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 15, any director whose vote is not to be counted in respect of the particular matter)
<b>Honorary Member</b>	<b>Life</b>	any person who is elected by the Board or the Voting Members to be an honorary life member of the Club
<b>Junior</b>	<b>Playing</b>	a member of the Club who is or was under the age of 18 at any

<b>Member</b>		time during the relevant membership year and who is up to date in their payment to the Club of the required Subscription Fees for junior players of the Club
<b>Member</b>		a member of the Club from time to time
<b>Model Articles</b>		the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 ( <i>SI 2008/3229</i> ) as amended prior to the date of adoption of these Articles and reference to a numbered " <b>Model Article</b> " is a reference to that article of the Model Articles
<b>Participating Non-Playing Member</b>		a participating non-playing member of the Club aged 18 years or older at all times during the relevant membership year who is up to date in their payment to the Club of the required Subscription Fees for participating non-playing members of the Club.
<b>Rules</b>		the rules relating to the Club's administration established by the directors in accordance with Article 40
<b>Senior Member</b>	<b>Playing</b>	a member of the Club aged 18 years or older at all times during the relevant membership year who is up to date in their payment to the Club of the required Subscription Fees for senior players of the Club
<b>Subscription Fees</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 subscription fees are determined by the Board from time to time for each class of Members
<b>Voting Members</b>		means all Senior Playing Members, Participating Non-Playing Members and Honorary Life Members
1 2	Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles	
1 3	Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles	
1 4	A reference in these Articles to an " <b>article</b> " is a reference to the relevant article of these Articles unless expressly provided otherwise.	
1 5	Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:	
1 5 1	any subordinate legislation from time to time made under it, and	
1 5 2	any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts	

- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Club, except in so far as they are modified or excluded by these Articles. Should these Articles and the Model Articles conflict on any point, the terms of these Articles shall prevail.
- 1.8 Model Articles 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 22(2), (3), 30(2), 35, 38 and 39 shall not apply to the Club.
- 1.9 Model Article 7 shall be amended by
- 1.9.1 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 1.9.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1.10 Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"

## **2. NAME**

The name of the Club is "Annfield Plain Cricket Club Limited"

## **3. OBJECTS**

The objects of the Club (**Objects**) are

- 3.1 to foster and promote the sport of amateur cricket at all levels within the community and within the sport, providing opportunities for recreation, coaching and competition,
- 3.2 to provide and manage facilities for the playing of and participation in the sport of cricket and other social activities for the benefit of the Members, and
- 3.3 to encourage all Members to participate fully in the activities of the Club

## **4. POWERS**

- 4.1 In pursuance of the Objects, the Club has the power to
- 4.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Club,
- 4.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Club's property and assets;

- 4 1 3 invest and deal with the funds of the Club not immediately required for its operations in or upon such investments, securities or property as may be thought fit,
- 4 1 4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world,
- 4 1 5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Club may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary,
- 4 1 6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the Objects in any way,
- 4 1 7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Club and to contract with any person, firm or company to pay the same,
- 4 1 8 enter into contracts to provide services to or on behalf of other bodies,
- 4 1 9 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4 1 10 to incorporate wholly-owned subsidiary companies provided that when doing so the Board has a reasonable belief that by doing so the assets of the Club are likely to be enhanced as a result, and
- 4 1 11 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of the Objects

## **5. LIMITATION OF MEMBERS' LIABILITY**

- 5 1 The liability of each Member is limited
- 5 2 Each Member undertakes to contribute such sum (not exceeding £1 per Member) to the assets of the Club in the event of the Club being wound up during the time that he or she is a Member or within one year after he or she ceases to be a Member for
  - 5 2 1 payment of the Club's debts and liabilities contracted before he or she ceases to be a Member,
  - 5 2 2 payment of the costs, charges and expenses of the winding up, and

5 2 3 adjustment of the rights of the contributories among themselves

## **6. NOT FOR PROFIT**

6 1 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

6 2 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

6 2 1 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,

6 2 2 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,

6 2 3 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,

6 2 4 interest on money lent by a Member at a commercial rate of interest,

6 2 5 reasonable and proper rent for premises demised or let by any Member, or

6 2 6 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

## **7. DISSOLUTION**

If upon the winding up or dissolution of the Club there remains, after the satisfaction of all debts and liabilities, any residual assets, the same shall not be paid or distributed to among the Members but shall be given or transferred to an asset-locked body having similar objects to the Company's objects which is either

7 1 a registered community amateur sports club;

7 2 a charity, or

7 3 a governing body for cricket for use by such governing body in community related sports

(each a **Qualifying Organisation**), such Qualifying Organisation to be determined by special resolution of the Members proposed and passed at a duly convened general meeting of the Club

## **8. APPOINTMENT OF DIRECTORS**

8 1 The number of directors shall be not less than two and shall not be subject to any maximum number.

8 2 Any Voting Member who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

8 2 1 1 by ordinary resolution, or

8 2 1 2 by a decision of the directors.

8 3 In any case where, as a result of death, the Club has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Member

8 4 For the purposes of article 8 3, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

8 5 In circumstances in which a director is appointed by a decision of the directors the members of the Club shall be asked to ratify the appointment at either the next general meeting of the Club or at the next annual general meeting of the Club Should the members not ratify the appointment, that director shall immediately cease to be a director of the Club

## **9. TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a director as soon as

9 1 that person ceases to be a director by virtue of any provision of the Act, or is prohibited from being a director by law,

9 2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

9 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

9 4 notification is received by the Club from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two directors will remain in office when such resignation has taken effect),

9 5 the director fails to attend three consecutive meetings of the Board and the Board resolves that the director be removed for this reason,

9 6 at a general meeting of the Club, a resolution is passed that the director be removed from office, provided the meeting has invited the views of the director concerned and considered the matter in the light of such views,

9 7 the director ceases to be a Voting Member and the Board resolves that the director be removed for this reason; or

9 8 at a general meeting of the Club, a resolution to ratify the appointment of a director in accordance with article 8 5 is defeated.

#### **10. RETIREMENT BY ROTATION**

10.1 Subject to article 10 6, at one general meeting per calendar year only (whether the annual general meeting or otherwise) (a **Rotation Meeting**) one-third of the elected directors or, if their number is not three or a multiple of three, then the nearest number to one-third shall retire from office. A retiring Director shall retain his or her office until the dissolution or adjournment of the Rotation Meeting at which they retire.

10 2 The directors to retire in every year shall be those who have been longest in office since their last election or appointment but as between persons who became directors on the same day those to retire shall (unless otherwise agreed amongst themselves) be determined by lot. Retiring directors shall be eligible for re-election.

10 3 The Club may at a Rotation Meeting fill the vacated office of each retiring director by electing a person thereto and, in default, the retiring director shall, if offering himself or herself for re-election, be deemed to have been re-elected unless at such Rotation Meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such director shall have been put to the meeting and lost.

10 4 No person other than a director retiring at the meeting shall be eligible for election as a director at any Rotation Meeting unless not less than one week before the said meeting his or her name and nomination shall have been given to the Board by notice in writing left at the registered office of the Club and signed by five Members and there shall also have been left at the registered office notice in writing signed by such person of his or her willingness to be elected as a director and (if not already a Member) to become a Voting Member and his or her nomination complies with the requirements laid down by these Articles.

10 5 The Club may from time to time in general meeting increase or reduce the number of directors and make the appointments necessary to action any such increase and determine in what rotation the increased or reduced number is to go out of office.

10 6 No director in office on the date of adoption of these Articles shall be required to retire until the third year after the date of adoption of these Articles unless the Board decide to call a Rotation Meeting prior to such third year.

#### **11. CALLING A BOARD MEETING**

11 1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to each director or by authorising the company secretary (if any) to give such notice.

11 2 Every notice calling a meeting of the Board must specify



- 11 2 1 the place, day and time of the meeting, and
  - 11 2 2 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 11 3 Notice of meetings of the Board may be sent by email to an email address provided by each director for the purpose
- 12. QUORUM FOR DIRECTORS' MEETINGS**
  - 12 1 Subject to Article 12 2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors
  - 12 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a Conflict of Interest, if there is only one Eligible Director in office other than the director with the Conflict of Interest, the quorum for such meeting (or part of a meeting) shall be one Eligible Director
  - 12 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision
    - 12 3 1 to appoint further directors, or
    - 12 3 2 to call a general meeting so as to enable the Members to appoint further directors
- 13. DECISION MAKING BY DIRECTORS**
  - 13 1 Any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with article 14
  - 13 2 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson or other director chairing the meeting shall not have a casting vote
- 14. UNANIMOUS DECISIONS**
  - 14 1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
  - 14 2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing
  - 14 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting
- 15. PARTICIPATION IN MEETINGS OF THE BOARD**
  - 15 1 Subject to the Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when
    - 15 1 1 the meeting has been called and takes place in accordance with the Articles, and

- 15 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 15 2 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other
- 15 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is
- 16. DIRECTORS' CONFLICTS OF INTEREST**
- 16 1 Whenever a director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Board unless, or except to the extent that, the other directors are or ought reasonably to be aware of it already
- 16.2 If any question arises as to whether a director has a Conflict of Interest, the question shall be decided by a majority decision of the other directors
- 16 3 Whenever a matter is to be discussed at a meeting or decided in accordance with article 14 and a director has a Conflict of Interest in respect of that matter then, subject to article 17, he or she must
  - 16 3 1 remain only for such part of the meeting as in the view of the other directors is necessary to inform the debate,
  - 16 3 2 not be counted in the quorum for that part of the meeting, and
  - 16 3 3 withdraw during the vote and have no vote on the matter
- 16 4 When a director has a Conflict of Interest which he or she has declared to the Board, he or she shall not be in breach of his or her duties to the Club by withholding confidential information from the Club if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her
- 17. DIRECTORS' POWERS TO AUTHORISE A CONFLICT OF INTEREST**
- 17 1 The directors have power to authorise a director to be in a position of Conflict of Interest provided
  - 17 1 1 in relation to the decision to authorise a Conflict of Interest, the conflicted director must comply with article 16 3,
  - 17 1 2 in authorising a Conflict of Interest, the Board can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum,
  - 17 1 3 the decision to authorise a Conflict of Interest can impose such terms as the Board thinks fit and is subject always to the Board's right to vary or terminate the authorisation, and

17 1 4 If a matter, or office, employment or position, has been authorised by the Board in accordance with article 17 1 then, even if he or she has been authorised to remain at the meeting by the other directors, the director may absent himself or herself from meetings of the Board at which anything relating to that matter, or that office, employment or position, will or may be discussed

17 2 A director shall not be accountable to the Club for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Board in accordance with article 17 1 (subject to any limits or conditions to which such approval was subject)

## **18. REGISTER OF DIRECTORS' INTERESTS**

The directors shall cause a register of directors' interests to be kept. A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared.

## **19. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **20. MEMBERSHIP CLASSES**

20 1 Members of the Club shall consist of the following

20 1 1 Senior Playing Members,

20 1 2 Junior Playing Members,

20 1 3 Participating Non-Playing Members, and

20 1 4 Honorary Life Member

20 2 Only Voting Members shall be entitled to receive notice of and to attend and vote at any general meeting of the Club

## **21. APPLICATION FOR MEMBERSHIP**

21 1 The subscribers to the Club's memorandum of association are the first Members

21 2 No person shall be admitted a member of the Club unless he or she is approved by the Board. Any applicant for membership whose application is refused by the Board may appeal the decision to the Voting Members. Any such appeal will be decided by a majority vote of the Voting Members, such vote to take place within 60 days of an appeal being lodged by the applicant with the Board.

21 3 Every person who wishes to become a Member shall deliver to the Club an executed application for membership in such form (and containing such information) as the Board requires in relation to the class of membership applied for by the applicant (**Application Form**).

- 21 4 On submission of a duly completed Application Form which is approved by the Board and payment of the required Subscription Fee to the Club, the prospective member shall become a Member in the class of membership for which they have applied
- 21 5 For the avoidance of doubt membership of the Club shall be open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the Club 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, subject always to the other requirements set out in this article 21.
- 21 6 Subscription Fees and/or entrance fees shall be determined by the Board from time to time at an appropriate level
- 21 7 Subscriptions shall be due and payable on an annual basis on 1 January of the relevant year or such other date as the Board may determine from time to time

## **22. TERMINATION OF MEMBERSHIP**

- 22 1 Membership is not transferable by a Member to anyone else
- 22 2 Membership is terminated if
- 22 2 1 a Member dies,
- 22 2 2 a Member gives notice in writing to the Club of their resignation as a Member,
- 22 2 3 a Member fails to pay any Subscription Fees owing to the Club on their due date and the Board determines that the membership has been terminated as a result, or
- 22 2 4 the Board terminates the membership in accordance with article 22 3
- 22 3 The Board may expel any Member without his or her consent if, in the reasonable opinion of the Board (acting in accordance with article 22 4)
- 22 3 1 he or she is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and directors into disrepute, or
- 22 3 2 he or she has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole, or
- 22 3 3 he or she has failed to observe the terms of these Articles or the Rules.
- 22 4 The Board may not expel a Member unless
- 22 4 1 the decision is taken at a meeting of the Board at which not less than half of the directors are present,
- 22 4 2 the Member has been given at least 10 Business Days' notice that the resolution to expel the Member is to be proposed , specifying the circumstances alleged to

justify expulsion and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board, and

22 4 3 the directors have considered any representations made by the Member

22 5 The Board shall inform any Member who is expelled by notice in writing

22 6 A Member whose membership is terminated under this article 22 shall not be entitled to a refund of any Subscription Fee and shall remain liable to pay to the Club any subscription or other sum owed by him or her

22 7 Any Member who is expelled by the Board may appeal the decision to the Voting Members. Any such appeal will be decided by a majority vote of the Voting Members, such vote to take place within 60 days of an appeal being lodged by the expelled Member with the Board.

### **23. GENERAL MEETINGS**

23 1 The Board may call a general meeting at any time

23 2 The Board must call a general meeting if required to do so by the members under the Act

23 3 The Board may call an annual general meeting at their discretion provided that there is no more than one annual general meeting in any calendar year

### **24. LENGTH OF NOTICE**

All general meetings must be called by either

24 1 at least 14 Clear Days' notice; or

24 2 shorter notice if it is so agreed by a majority of the Voting Members having a right to attend and vote at that meeting. Any such majority must together represent at least 75% of the total voting rights at that meeting of all the Voting Members

### **25. CONTENTS OF NOTICE**

25 1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted

25 2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution

25 3 In every notice calling a meeting of the Club there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting

### **26. SERVICE OF NOTICE**

Notice of general meetings must be given to every Voting Member, to the directors and to the auditors of the Club (if any)

## **27. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 27 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 27 2 A person is able to exercise the right to vote at a general meeting when
- 27 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 27 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 27 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 27 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

## **28. QUORUM FOR GENERAL MEETINGS**

- 28 1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present
- 28 2 Three persons entitled to vote on the business to be transacted (each being a Voting Member or a proxy for a Voting Member) shall be a quorum
- 28 3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

## **29. CHAIRING GENERAL MEETINGS**

- 29 1 The chairperson of the Board (if any) (Chair) or in his or her absence some other director nominated by the Board will preside as chair of every general meeting.
- 29 2 If neither the Chair nor such other director nominated in accordance with Article 29 1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to chair the meeting and, if there is only one director present and willing to act, he or she shall be chair of the meeting
- 29 3 If no director is willing to act as chair of the meeting, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting

**30. ATTENDANCE AND SPEAKING BY NON-MEMBERS**

The chair of the meeting may permit other persons who are not Voting Members of the Club to attend and speak at a general meeting

**31. ADJOURNMENT**

31 1 The chair of the meeting may adjourn a general meeting at which a quorum is present if

31 1 1 the meeting consents to an adjournment, or

31 1 2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

31 2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting

31 3 When adjourning a general meeting, the chair of the meeting must:

31 3 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Board, and

31 3 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

31 4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least seven Clear Days' notice of it:

31 4 1 to the same persons to whom notice of the Club's general meetings is required to be given, and

31 4 2 containing the same information which such notice is required to contain

31 5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

**32. VOTING: GENERAL**

32 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

32.2 A person who is not a Voting Member of the Company shall not have any right to vote at a general meeting of the Company, but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Club's debentures (if any)

32 3 Article 32 2 shall not prevent a person who is a proxy for a Voting Member from voting at a general meeting of the Club

### **33. VOTES**

- 33 1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a Voting Member or proxy of a Voting Member) and entitled to vote shall have a maximum of one vote
- 33 2 On a vote on a resolution on a poll at a meeting every Voting Member present in person or by proxy shall have one vote
- 33 3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have
- 33 4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Club (including all Subscription Fees) have been paid

### **34. POLL VOTES**

- 34 1 A poll on a resolution may be demanded
  - 34 1 1 in advance of the general meeting where it is to be put to the vote, or
  - 34 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 34 2 A poll may be demanded by
  - 34 2 1 the chair of the meeting,
  - 34 2 2 the directors,
  - 34 2 3 two or more persons having the right to vote on the resolution,
  - 34 2 4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes, or
  - 34 2 5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution
- 34 3 A demand for a poll may be withdrawn if
  - 34 3 1 the poll has not yet been taken, and
  - 34 3 2 the chair of the meeting consents to the withdrawal

- 34 4 Polls must be taken immediately and in such manner as the chair of the meeting directs

### **35. ERRORS AND DISPUTES**

- 35 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 35 2 Any such objection must be referred to the chair of the meeting whose decision is final



### **36. CONTENT OF PROXY NOTICES**

- 36 1 Proxies may only validly be appointed by a notice in writing (**Proxy Notice**) which
- 36 1 1 1 states the name and address of the Voting Member appointing the proxy,
  - 36 1 1 2 identifies the person appointed to be that Voting Member's proxy and the general meeting in relation to which that person is appointed,
  - 36 1 1 3 is signed by or on behalf of the Voting Member appointing the proxy, or is authenticated in such manner as the directors may determine, and
  - 36 1 1 4 is delivered to the Club in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- 36 2 The Club may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- 36 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 36 4 Unless a Proxy Notice indicates otherwise, it must be treated as
- 36 4 1 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 36 4 1 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

### **37. DELIVERY OF PROXY NOTICES**

- 37.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Club by or on behalf of that person
- 37 2 An appointment under a Proxy Notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given
- 37 3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

### **38. AMENDMENTS TO RESOLUTIONS**

- 38 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- 38 1 1 notice of the proposed amendment is given to the Club in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and

- 38 1 2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution
- 38 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
  - 38 2 1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 38.2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 38 3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

### **39. MEANS OF COMMUNICATION TO BE USED**

- 39.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
  - 39.1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
  - 39 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
  - 39 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
  - 39 1 4 if sent or supplied by means of a website, when the material is first made available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day

- 39 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

### **40. RULES**

The directors may establish rules governing matters relating to company administration that are required from time to time for the effective operation of the Club (for example, the provisions relating to classes of Members, membership fees and subscriptions and the admission criteria for Members) If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail

#### 41. INDEMNITY AND INSURANCE

41 1 Subject to article 41 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

41 1 1 each relevant officer shall be indemnified out of the Club's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Club's (or any associated company's) affairs, and

41 1 2 the Club may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 41 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

41 2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly

41 3 The directors may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant officer in respect of any relevant loss

41 4 In this article:

41 4 1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

41 4 2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Club, any associated company or any pension fund or employees' share scheme of the Club or associated company, and

41 4.3 a "**relevant officer**" means any director or other officer or former director or other officer of the Club or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Club (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).