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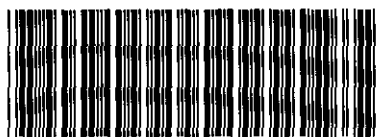
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 6124985

The Registrar of Companies for England and Wales hereby certifies that  
EASINGTON SOCIAL WELFARE CENTRE SOCIAL CLUB LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 23rd February 2007



\*N06124985M\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

HC007B

**Declaration on application for registration**

Please complete in typescript,  
or in bold black capitals.

CHWP000

6124985

**Company Name in full**

EASINGTON SOCIAL WELFARE CENTRE SOCIAL CLUB LIMITED

I, ANN STEPHENSON

of 16 STEWART STREET, EASINGTON COLLIERY, PETERLEE, SR8 3LQ

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company][person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

**Declarant's signature**

*A. Stephenson* *A. Stephenson*

Declared at

THIS LEGAL SOLICITOR CLP  
14 YOUNG WYTHAM  
PETERLEE SR8 1BP

Day Month Year

On

07 02 2007

● Please print name.

before me ●

JANICE L SUTCLIFF

**Signed**

*[Signature]*

**Date**

7.2.2007

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public

S C HUDSON, CISWO, THE OLD RECTORY, RECTORY DRIVE,

WHISTON, ROTHERHAM, SOUTH YORKSHIRE, S60 4JG

Tel 01709-728115

DX number

DX exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2

SATURDAY



A51

\*AEZ10N5X\*

17/02/2007

431

COMPANIES HOUSE

Form revised 10/03



**Companies House**

*for the record*

# 10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

## First directors and secretary and intended situation of registered office

### Company Name in full

EASINGTON SOCIAL WELFARE CENTRE SOCIAL CLUB LIMITED

### Proposed Registered Office

(PO Box numbers only, are not acceptable)

SEASIDE LANE SOUTH

EASINGTON COLLIERY

Post town

PETERLEE

County / Region

COUNTY DURHAM

Postcode

SR8 3PL

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.



Agent's Name

STEPHEN CHARLES HUDSON

Address

THE OLD RECTORY, RECTORY DRIVE

WHISTON

Post town

ROTHERHAM

County / Region

SOUTH YORKSHIRE

Postcode

S60 4JG

Number of continuation sheets attached

1

You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House  
to contact you if there is a query on  
the form. The contact information  
that you give will be visible to  
searchers of the public record.

Tel

DX number

DX exchange

When you have completed and signed the form please send it to the  
Registrar of Companies at:

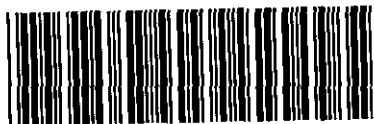
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2

SATURDAY



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COMPANIES HOUSE

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# Company Secretary (see notes 1-5)

Company name

EASINGTON SOCIAL WELFARE CENTRE SOCIAL CLUB LIMITED

NAME

\*Style / Title

MRS

\*Honours etc

\* Voluntary details

Forename(s)

ANN

Surname

STEPHENSON

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

16 STEWART STREET

EASINGTON COLLIERY

Post town

PETERLEE

County / Region

COUNTY DURHAM

Postcode

SR8 3LQ

Country

ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

*A. Stephenson*

Date

04.01.04

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

MRS

\*Honours etc

Forename(s)

ANN

Surname

STEPHENSON

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

16 STEWART STREET

EASINGTON COLLIERY

Post town

PETERLEE

County / Region

COUNTY DURHAM

Postcode

SR8 3LQ

Country

ENGLAND

Day Month Year

Date of birth

1 8 0 3 1 9 4 3

Nationality

BRITISH

Business occupation

RETAIL AREA MANAGER

Other directorships

I consent to act as director of the company named on page 1

Consent signature

*A. Stephenson*

Date

04.01.04

**Company Secretary** (see notes 1-5)**Form 10 Continuation Sheet**

CHWP000

Company Name

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Address †

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR

\*Honours etc

Forename(s)

ALAN

Surname

BARKER

Previous forename(s)

Previous surname(s)

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Address †

Post town

County / Region

Postcode

Country

24 GLEBE TERRACE

EASINGTON COLLIERY

PETERLEE

COUNTY DURHAM

SR8 3NG

ENGLAND

Day Month Year

Date of birth

0 9 0 3 1 9 4 0

Nationality BRITISH

Business occupation

COUNCILLOR AND RETIRED MINER

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

Alan Barker

24/1/07

## Directors (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	MRS		<b>*Honours etc</b>							
<b>* Voluntary details</b>	<b>Forename(s)</b>	DORA									
	<b>Surname</b>	LAVERICK									
	<b>Previous forename(s)</b>										
	<b>Previous surname(s)</b>										
<b>†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.</b>	<b>Address ††</b>	14 VINCENT STREET									
		EASINGTON COLLIERY									
	<b>Post town</b>	PETERLEE									
	<b>County / Region</b>	COUNTY DURHAM	<b>Postcode</b>	SR8 3PP							
	<b>Country</b>	ENGLAND									
	<b>Date of birth</b>	Day	Month	Year	<b>Nationality</b>	BRITISH					
		3	1	1	2	1	9	4	0		
	<b>Business occupation</b>	SHOP ASSISTANT									
	<b>Other directorships</b>										
	I consent to act as director of the company named on page 1										
	<b>Consent signature</b>	D. Laverick.						<b>Date</b>	24.01.07		

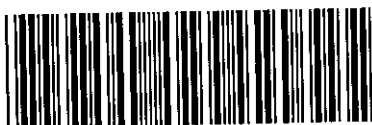
This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

<b>Signed</b>	<i>A. Stevenson</i>	<b>Date</b>	24.01.07
<b>Signed</b>	D. Laverick.	<b>Date</b>	24.01.07
<b>Signed</b>	Alan Barber	<b>Date</b>	24.01.07
<b>Signed</b>		<b>Date</b>	
<b>Signed</b>		<b>Date</b>	
<b>Signed</b>		<b>Date</b>	
<b>Signed</b>		<b>Date</b>	

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17/02/2007

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COMPANIES HOUSE

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE  
CAPITAL**

**MEMORANDUM OF ASSOCIATION OF EASINGTON SOCIAL WELFARE  
CENTRE SOCIAL CLUB LIMITED**

1. The name of the Company is EASINGTON SOCIAL WELFARE CENTRE SOCIAL CLUB LIMITED.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-
  - a) To carry on the business of a members social club by providing for the use of its members the means of social intercourse, mutual helpfulness, mental and moral improvement, rational recreations and other advantages of a members club at the premises of Easington Social Welfare Centre, Charity number 520774
  - b) To support the objects, activities and financing of the Charity.
  - c) To pay all its net income to the Charity.
  - d) To carry on any other business or trade which, in the opinion of the Company's Directors may be usefully carried on in connection with the business referred to in Object 3.a.
  - e) To co-operate fully with the Charity in the implementation of any Rules which the Charity may make in relation to and for the use of the Charity's land or lands and its premises (hereinafter together referred to as "the Premises").

- f) To accept the grant of an Occupational Licence from the Trustees of the Charity on such terms as the Directors may approve PROVIDED that the Company shall not seek to occupy the Premises or any part thereof except and to the extent to which the Trustees of the Charity may allocate to the Company's use from time to time.
  - g) To accept any composition or any security for any debt or claim, or to allow any time for payment of any debt, and to compromise, abandon, compound, submit to arbitration or otherwise settle any debt, account, claim or thing.
  - h) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit.
  - i) To advance, deposit or lend money to or with which such persons, companies and bodies and on such terms as may be thought fit.
  - j) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
  - k) The objects set forth in any sub-clause of this clause 3 shall not be restrictively construed but the widest possible interpretation shall be given thereto and they shall not, except when the context expressly so requires, be in any way limited or restricted by reference to or inference from any object or objects set forth in such sub-clauses. No one of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.
4. The income and property of the Company, whensoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company PROVIDED that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to the Company's Secretary or employee or employees of the Company or to any member of the Company in return for any services

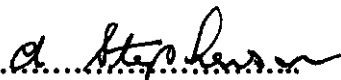


actually rendered to the Company, nor prevent the payment of interest on money lent on reasonable and proper rent for the premises demised or let by any member of the Company.

5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he or she is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding Ten Pounds.
7. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company generally, but shall be paid or transferred to the Charity.

We, the several persons whose name and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

*Mrs. Ann Stephenson*

*Signature* ..... 

*16 Stewart Street,*

*Easington Colliery,*

*Peterlee,*

*County Durham,*

*SR8 3LQ*

*Dated: 24<sup>th</sup> January 2007*

*Witness to the above signature*

*Witness signs*

.....  .....

*Vincent Clements,*

*6 Bewick Road,*

*Gateshead,*

*Tyne and Wear,*

*NE8 4DP*

*Witness' occupation*

*CISWO, North-East Regional Manager*

**Mrs. Dora Laverick,**  
**14 Vincent Street,**  
**Easington Colliery,**  
**Peterlee,**  
**County Durham,**  
**SR8 3PP**

**Signature** *D. Laverick* .....

**Dated: 24<sup>th</sup> January 2007**

**Witness to the above signature**

**Witness signs**

*VB Clements* .....

**Vincent Clements,**  
**6 Bewick Road,**  
**Gateshead,**  
**Tyne and Wear,**  
**NE8 4DP**

**Witness' occupation**

**CISWO, North-East Regional Manager**

**Mr. Alan Barker,**  
**24 Glebe Terrace,**  
**Easington Colliery,**  
**Peterlee,**  
**County Durham,**  
**SR8 3DH**

**Signature** *Alan Barker* .....

**Dated: 24<sup>th</sup> January 2007**

**Witness to the above signature**

**Witness signs**

*VB Clements* .....

**Vincent Clements,**  
**6 Bewick Road,**  
**Gateshead,**  
**Tyne and Wear,**  
**NE8 4DP**

**Witness' occupation**

**CISWO, North-East Regional Manager**

**The Companies Act 1985**

**ARTICLES OF ASSOCIATION  
OF  
EASINGTON SOCIAL WELFARE CENTRE SOCIAL CLUB LIMITED**

---

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

---

**PRELIMINARY**

1. Regulations 2 to 35 inclusive, 54, 55, 57, 82, 87, 94(c), 94(d), 102 to 108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Company but the articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the Articles of Association of the Company.

**DEFINITIONS**

2. In regulation 1 of Table A, the definition of "the holder" shall be omitted and the following definitions shall be added:

"Beneficiary" shall mean a person entitled to use regularly the facilities of the Easington Social Welfare Centre otherwise than by virtue of Article 47(iv)(b) to (e) inclusive.

"Club" shall mean the members social club operated by the Company.

“Coal employee” shall mean a person employed in or about coal mines but not in a managerial position and “former coal employee” shall be interpreted accordingly.

“Coal Industry Social Welfare Organisation shall mean the charity registered with the Charity Commission under number 1015581.

“Licensed operator” shall mean a licensed operator as defined in the Coal Industry Act 1994 and “licensed operators” shall be interpreted accordingly.

“The Management Board shall mean the Directors of the Company acting collectively as further defined in Articles 9 and appointed as in Article 11.

“Section 66 shall mean section 66 of the Licensing Act 2003.

“The Union” shall mean a union representing persons employed in or about coal mines, and “Unions” shall be interpreted accordingly.

## MEMBERS

3. The subscribers to the memorandum of association of the Company and any person who has been elected to membership of the Company under these Articles and approved by the Directors shall be members of the Company PROVIDED THAT no person shall be admitted to membership of the Company unless he or she is a Beneficiary and has delivered to the Company an application for membership in such form as the Directors require executed by him or her.
4. A member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.

## NOTICE OF GENERAL MEETINGS

5. In regulation 38 of Table A-

- (a) in paragraph (b) the words “of the total voting rights at the meeting of all the members” shall be substituted for “in nominal value of the shares giving that right” and
- (b) the words “The notice shall be given to all the members and to the directors and auditors” shall be substituted for the last sentence.

#### PROCEEDINGS AT GENERAL MEETINGS

- 6. The words “and at any separate meeting of the holders of any class of shares in the company” shall be omitted from regulation 44 of Table A.
- 7. Paragraph (d) of regulation 46 of Table A shall be omitted.

#### VOTES OF MEMBERS

- 8. On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.

#### THE MANAGEMENT BOARD

- 9. The composition of the Management Board shall at all times be strictly in accordance with the requirements of section 66, as further provided in Article 11.
- 1. The business of the Company shall be managed by the Management Board, who may exercise all such power of the Company, and do on behalf of the Company all such acts as may be exercised or done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Management Board which would have been valid if such regulation had not been made, and this

Regulation shall be substituted for Regulation 70 of Table A which shall not apply.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

11. The Directors of the Company shall not retire by rotation and Regulations 73 to 77 of Table A shall not apply and Regulation 78 shall be modified accordingly. The licensed operator or the licensed operators, or, if this is not practicable or would not be appropriate for the purposes of section 66, the Coal Industry Social Welfare Organisation, shall appoint by notice in writing one third of the Directors of the Company and in like manner be entitled to remove from office any Director so appointed and to appoint another Director in the place of the person so removed or otherwise ceasing to be a Director after having been so appointed and the Union or Unions shall together appoint one third of the Directors of the Company and in like manner be entitled to remove from office any Director so appointed and to appoint another Director in the place of the person so removed or otherwise ceasing to be a Director after having been so appointed. *If a situation has arisen in which it is not practicable or it would not be appropriate for the said Union or Unions to appoint any Directors for the purposes of section 66, or if the said Union or Unions fail to make or agree on any appointment or appointments within a period of two months from the date when a vacancy in the office of a director has occurred then any such appointments or removals as mentioned in the foregoing provisions of this Article as falling to be made by the Union or the Unions shall be made by the Coal Industry Social Welfare Organisation from amongst persons who are coal employees or former coal employees, or persons who in the opinion of the Coal Industry Social Welfare Organisation are representative of such coal employees or former coal employees and of their relatives and dependants. The remaining one third of the Directors of the Company shall be appointed or re-appointed by the members at any General Meeting or removed by the members from this office at any General Meeting, provided in each case that:*
  - (a) he or she is recommended by the Directors; or

- (b) not less than fourteen nor more than thirty five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's Register of Directors together with notice executed by that person of his willingness to appointed or re-appointed.

#### DIRECTORS' EXPENSES

12. The words "of any class of shares or" shall be omitted from Regulation 83 of Table A.

#### PROCEEDINGS OF DIRECTORS

13. In paragraph (c) of regulation 94 of Table A the word "debentures" shall be substituted for the words "shares, debentures or other securities" in both places where they occur.

#### MINUTES

14. The words "of the holders of any class of shares in the Company" shall be omitted from regulation 100 of Table A.

#### NOTICES

15. The second sentence of regulation 112 of Table A shall be omitted.
16. The words "or of the holders of any class of shares in the company" shall be omitted regulation 113 of Table A.

#### RIGHTS AND LIABILITIES OF MEMBERS

17. Every member shall, subject to these Articles and to any Rules and Byelaws which may be made under these Articles be entitled to use and enjoy in common with the other members the club premises and the furniture, fitting and other things therein provided by the Company for the use of the club but shall not by reason of his membership be under any financial liability except as provided in Clause 6 of the Memorandum of Association of the Company and for the payment of his annual subscription.

#### CATEGORIES OF MEMBERS

18. There shall be ordinary members (including life members elected under Article 19), honorary members elected under Article 20, and debenture holders entitled to membership under Article 22 with such other divisions as the General Committee established under Article 39 (hereinafter in these Articles referred to as "the Committee") may decide from time to time.

#### LIFE MEMBERS

19. On the recommendation of the Committee ordinary members may, in special circumstances, be elected life members at any general meeting of the Company and shall thereafter be entitled to all the privileges of membership without paying the yearly subscription or any special payment for such life membership. A two thirds majority of those present and voting shall be necessary to ensure election. The election of life members shall be subject to the prior approval of the Directors.

#### HONORARY MEMBERS

20. On the recommendation of the Committee honorary members may be elected at any general meeting of the Company over and above the compliment of ordinary members. A two thirds majority of members present and voting shall be necessary to ensure election. Honorary members may be elected for life or such period as the general meeting may deem expedient. They shall be entitled to all privileges of membership. The election of honorary members shall be



subject to the prior approval of the Directors.

#### ENTRANCE FEE

21. There shall be an entrance fee payable by a member on election which shall be such sum (if any) as the Committee shall from time to time determine. The Committee may demand entrance fees of varying amounts and in exceptional circumstances remit the whole or part of the entrance fee of any member or class of members.

#### AMOUNT OF SUBSCRIPTION

22. The annual subscription for members or class of members shall be such sum as determined by the Directors from time to time provided that the Directors shall not increase annual subscriptions retrospectively.

#### MEMBERS ABROAD

23. A member absent abroad for the whole of any year shall pay such subscription as may from time to time be determined by the Committee.

#### DATE OF PAYMENT OF SUBSCRIPTION

24. Annual subscriptions shall be due and payable on the first day of January and shall on or before that day in each year be paid to the Company.

#### APPLICATION FOR MEMBERSHIP AND PROPOSAL OF CANDIDATES

25. Every candidate for membership shall be proposed by a member and seconded by another member, both of whom shall be personally acquainted with the candidate and shall vouch for his fitness for membership. Proposals must be on the forms provided by the Directors and must be signed by the proposer and the seconder. The candidate shall also sign a form of application for membership giving all particulars required by the Directors with an undertaking to be bound

27. A proposer or seconder may withdraw at any time before a candidate is elected. If a proposer or seconder has before the candidate comes up for election withdrawn or ceased to be a member, another member may sign the proposal form as proposer or seconder, provided that the candidate shall not be elected until his name has been posted for at least two days with the names of the substituted proposer or seconder.

#### ELECTION OF CANDIDATES BY THE COMMITTEE

28. The election of candidates shall be by the Committee and no person shall be admitted to membership until so elected. The Committee at every meeting thereof appointed for the election of members shall consider the applications of all candidates who have been proposed and whose names have been displayed in the principal club room in accordance with Article 27 and shall elect or reject them in order of priority according to the dates of their applications for membership until a sufficient number have been elected to fill the vacancies in the membership of the club. A candidate who receives a majority of votes of the members of the Committee present and voting shall be declared elected.

#### CANDIDATE TO BE INFORMED OF HIS OR HER ELECTION

29. The name of every candidate for membership who has been duly elected by the Committee shall be forthwith communicated to the Directors, who shall, subject to Article 3 inform that member that he has been elected and send him the necessary forms for becoming a member of the Company with a copy of

by these Articles and also by any Rules and Byelaws, which may be made under these Articles, if elected.

#### PRELIMINARIES TO ELECTION

26. The name and address of every candidate shall be prominently displayed in the principal clubroom for not less than two days before his election.

#### SUBSTITUTION OF PROPOSER AND SECONDER

27. A proposer or seconder may withdraw at any time before a candidate is elected. If a proposer or seconder has before the candidate comes up for election withdrawn or ceased to be a member, another member may sign the proposal form as proposer or seconder, provided that the candidate shall not be elected until his name has been posted for at least two days with the names of the substituted proposer or seconder.

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#### CANDIDATE TO BE INFORMED OF HIS OR HER ELECTION

29. The name of every candidate for membership who has been duly elected by the Committee shall be forthwith communicated to the Directors, who shall, subject to Article 3 inform that member that he has been elected and send him the necessary forms for becoming a member of the Company with a copy of

these Articles and any Rules or Byelaws made under these Articles and a request for payment of his or her entrance fee and first annual subscription.

30. When a member has paid his entrance fee and first annual subscription he or she shall be entitled to all the privileges of membership and shall be deemed to have agreed to be bound by these Articles and any Rules or Byelaws made in accordance therewith.

#### FAILURE TO TAKE UP ELECTION

31. If an elected candidate does not pay his or her entrance fee and first subscription within one month from the date when notification of his election has been posted to him or her, the Committee may annul his election, but may nevertheless, if such entrance fee and subscription be paid before the vacancy in the club has been filled by the election of another candidate, accept the same and the candidate shall thereupon become a member in accordance with and subject to these Articles.

#### SUBSCRIPTION IN ARREAR

32. If any member's subscription is in arrear, the Directors shall give him or her notice with a request for immediate payment and if his subscription is not paid within one month from the date when such notice was given, that member shall forfeit all rights of membership, and the Directors shall be entitled to terminate his membership PROVIDED that the Directors may at any time on the recommendation of the Committee restore him or her to membership upon payment of all arrears of subscription then due.

#### RESIGNATION OF MEMBER

33. A member who withdraws from the Company under Article 4 shall be liable for his or her subscription for year during which he or she resigns.

## MISCONDUCT

34. The Committee shall have power to deal with any member whose conduct is such as shall, in their opinion, be injurious to the character of the club or the interests of members or who is suspected of such conduct.
35. In dealing with any member whose conduct was in their opinion injurious to the character of the club or to the interests of members, the Committee may by letter invite him or her to resign his or her membership within a time specified in such a letter, and in default of such resignation to submit the question of his expulsion or suspension from membership for a fixed or undefined period to a special Committee meeting to be held within three weeks after the date of such letter. Not less than three weeks' notice of the meeting shall be given to the Committee members. It shall be the duty of the secretary to inform the member in writing of the time and place of the Committee meeting and of the nature of the complaint against him or her in sufficient time to afford a proper opportunity of offering his or her explanation. At such meeting, the member shall be allowed to offer an explanation of his or her conduct verbally or in writing, and thereupon two thirds of the Committee members present may vote for his expulsion or suspension, and that member shall forthwith cease to be entitled to any of the privileges of membership or be suspended from membership as appropriate, and, in the case of expulsion, the Directors shall arrange for the removal of that members from the register of members of the Company. Any decision of the special Committee meeting to expel or suspend a member under this Article shall be final and conclusive. It shall be within the power of the Committee to exclude such member from the premises used by the club until such special Committee meeting is held. It shall also be in the power of the Committee to give a member a reprimand or warning when dealing with such a member, without asking that member to resign as provided in this Article. When the Committee have justified grounds for suspecting a member of such conduct as mentioned in Article 35 they shall investigate the matter and may also suspend that member from membership pending the outcome of such investigation.

36. If a member of the Committee is suspended under Article 35 he or she shall vacate his seat on the Committee during the period of his or her suspension. If the membership of the Company of a member of the Committee shall be terminated in accordance with these Articles, he or she shall also cease to be a member of the Committee.
37. Acceptance of Articles 34 to 36 shall be implicit in membership of the Company.

#### GENERAL COMMITTEE

38. The Directors shall delegate the day-to-day conduct of the Club to the General Committee (the Committee). The Committee shall consist of no more than six members elected by the members at each Annual General Meeting of the Company. Any member of the Committee may be re-elected for a further term of office. The Committee shall exercise the powers given to them by these Articles and act to enforce these Articles and any Rules or Byelaws made in accordance with and subject to these Articles in the interests of the proper conduct of the club. The Directors shall be ex officio members of the Committee in addition to the members of the Committee elected under this Article.
39. The Committee shall also have power to settle and adjudicate upon disputes between members, arising in the club, of a kind, which are usually referred to a Committee of a members' club. The Committee shall also consider all suggestions made in the suggestions book and shall state therein what action, if any, is being taken to deal with them.
40. If a casual vacancy occurs by the death or resignation of a member of the Committee that vacancy shall be filled by appointment by the Committee from amongst members of the Company. A member so appointed shall retire at the next annual general meeting of the Company following such appointment, but he or she may be re-elected to this office in accordance with these Articles.

41. The Committee shall chose its own chairman from the Directors and regulate its own proceedings.
42. Meetings of the Committee shall be called by the secretary at least ten times a year. Additional meetings may be called by him if requested by the chairman or any two members of the Committee. All members of the Committee shall be summoned to meetings by 7 days' notice in writing.
43. Four members of the Committee shall be a quorum. Every member of the Committee shall have one vote on every question.
44. The secretary of the company shall act as the secretary of the Committee and shall keep minutes of the proceedings of each meeting, which shall be read and confirmed at the next meeting.
45. All expenses of the members of the Committee reasonably incurred on behalf of the club for stationary, printing, postage and other things shall be paid by the Company.

#### SUPPLY OF ALCOHOL

46. (i) The supply to the club of intoxicating liquors and tobacco shall be under the sole control of the Directors appointed in accordance with the requirements of section 66 of the Licensing Act 2003, who shall arrange for the purchase thereof and for the supply thereof to members at such prices as they shall from time to time determine. The supply of alcohol to members and the sale of alcohol to guests shall always be strictly in accordance with the licensing laws as they apply at the relevant time.
  - (ii) No intoxicating liquor shall be supplied to any person who is below the age of 18.
  - (iii) No liqueur confectionary shall be supplied to any person who is below the age of 16.
  - (iv) Intoxicating liquor may only be supplied or sold as appropriate to the following persons or classes of persons for consumption on the premises:-
    - (a) a member;

- (b) a guest of a member;
- (c) players and officials of any recognized team provided that they are visiting the Charity or the club to participate in an official pre-arranged match or fixture against an opposing Charity team and also guests of such persons but these provisions shall only apply on the day of such official pre-arranged match or fixture;
- (d) persons attending a function which is a properly organised function approved by the Directors in order to celebrate a wedding, anniversary, birthday, award ceremony, engagement or similar events provided that the subject and organizer are members and are present throughout the function;
- (e) persons other than the aforementioned who have attained the age of 18 years but only at functions organized under the authority of the Directors who shall be responsible overall to ensure that such functions are held in compliance with the law and provided further that the number of any such functions in any one year commencing with 1<sup>st</sup> January shall not be higher than that authorised by the Licensing Authority for the area. The secretary shall give the Licensing Authority for the area not less than 14 days' notice in writing of the intention to hold such a function;
- (f) a member of any other miners' welfare club as defined in section 66 of the Licensing Act 2003 on production of evidence of such membership.



- (v) On a justified complaint from an officer or member the person or persons designated to supervise the club shall have power to expel immediately any person from the club premises whose conduct is in his opinion such as to disturb the quiet and peaceful enjoyment of the members. The expelled member shall not enter the club premises until the Committee have dealt with the case under Articles 35 to 37. [A member may also be denied entry to the club premises if he or she is subject to a ban or any other measures taken against him or her under a Pub Watch Scheme to which the Company is a party PROVIDED that such a ban or other measures shall always be exercised strictly in accordance with the written provisions and procedures in the said Pub Watch Scheme and not otherwise.]
- (iv) intoxicating liquor shall not be supplied for consumption off the club premises to any person who is not a member or a bona fide guest of a member.

#### PERMITTED HOURS FOR THE SUPPLY OF ALCOHOL

- 47. The permitted days and hours for the supply of intoxicating liquor shall be as follows:
  - Monday – Friday 1900-2300 hrs
  - Saturday 1100 – 2330 hrs
  - Sunday 1100 – 2300 hrs

#### PRIVATE BENEFIT NOT TO ACCRUE ON PURCHASE ETC. OF LIQUOR

- 48. No person shall at any time be entitled to receive at the expense of the Company or of any member thereof any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Company; nor shall any person directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the club to members or guests apart from any benefit which a person derives indirectly by

reason of the supply giving rise to or contributing to a general gain from the carrying on of the club.

#### CLUB NOTICES

49. Notices required by these Articles or any Rules or Byelaws made under them to be given to members may also be affixed to the club notice board and maintained for a period of 21 days and notice shall have deemed to be duly given at the end that period PROVIDED that a communication by the secretary to a member under Article 36 shall always be by letter addressed to him or her.

#### SETTLEMENTS OF DISPUTES

- 50 Any dispute or difference which may arise as to the meaning or interpretation of these Articles or any Rules or Byelaws made under them or as to the powers of the Committee or the validity of any election or proceedings by the Committee shall be determined by the Directors, whose decision shall be final and binding upon all the members. The Directors shall not be required to give reasons for their decisions.

#### RULES AND BYELAWS OF THE CLUB

51. The Company in general meeting may adopt such Rules and Byelaws of the club as may be recommended by the Directors from time to time with the prior approval of the Charity PROVIDED that such Rules and Byelaws shall be strictly in accordance with these Articles and the Memorandum of Association of the company. In case of conflict between any such Rules or Byelaws and these Articles, or the Memorandum of Association, these Articles and the Memorandum of Association shall prevail.

**Mrs. Ann Stephenson**

**16 Stewart Street,**

**Easington Colliery,**

**Peterlee,**

**County Durham,**

**SR8 3LQ**

**Dated: 24<sup>th</sup> January 2007**

**Witness to the above signature**

**Signature** *A. Stephenson*

**Witness signs**

**Vincent Clements,**

**6 Bewick Road,**

**Gateshead,**

**Tyne and Wear,**

**NE8 4DP**

**Witness' occupation**

**CISWO, North-East Regional Manager**

*VB Clements*

**Mrs. Dora Laverick,**

**14 Vincent Street,**

**Easington Colliery,**

**Peterlee,**

**County Durham,**

**SR8 3PP**

**Dated: 24<sup>th</sup> January 2007**

**Witness to the above signature**

**Signature** *D. Laverick*

**Witness signs**

**Vincent Clements,**

**6 Bewick Road,**

**Gateshead,**

**Tyne and Wear,**

**NE8 4DP**

**Witness' occupation**

**CISWO, North-East Regional Manager**

*VB Clements*

**Mr. Alan Barker,**  
**24 Glebe Terrace,**  
**Easington Colliery,**  
**Peterlee,**  
**County Durham,**  
**SR8 3DH**

**Signature ..** *Alan Barker* **.....**

**Dated: 24<sup>th</sup> January 2007**

**Witness to the above signature**

**Witness signs**

*VB. Clements*  
.....

**Vincent Clements,**  
**6 Bewick Road,**  
**Gateshead,**  
**Tyne and Wear,**  
**NE8 4DP**

**Witness' occupation**

**CISWO, North-East Regional Manager**