

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 07383769

The Registrar of Companies for England and Wales, hereby certifies that

MINCHINHAMPTON RUGBY FOOTBALL CLUB LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 22nd September 2010



N07383769U



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 21/09/2010



XD63ENL5

*Company Name
in full:* **MINCHINHAMPTON RUGBY FOOTBALL CLUB LIMITED**

Company Type: **Private limited by guarantee**

*Situation of Registered
Office:* **England and Wales**

*Proposed Register
Office Address:* **DOWNFIELD COTTAGE BULLS CROSS
SHEEPSCOMBE
GLOUCESTERSHIRE
UNITED KINGDOM
GL6 7HU**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Person**
Full forename(s): **ROBERT**

Surname: **EDMONDS**

Former names:

Service Address: **DOWNFIELD COTTAGE BULLS CROSS
SHEEPSCOMBE
GLOUCESTERSHIRE
UNITED KINGDOM
GL6 7HU**

Consented to Act: **Y** *Date authorised:* **22/09/2010** *Authenticated:* **YES**

Company Director ***I***

Type: **Person**
Full forename(s): **MORGWN**

Surname: **ATKINS**

Former names:

Service Address: **17 ST MARY'S STREET
MALMESBURY
WILTSHIRE
UNITED KINGDOM
SN16 0BJ**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **08/04/1975** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **22/09/2010** *Authenticated:* **YES**

Company Director 2

Type: **Person**
Full forename(s): **ROBERT**

Surname: **EDMONDS**

Former names:

Service Address: **DOWNFIELD COTTAGE BULLS CROSS
SHEEPSCOMBE
GLOUCESTERSHIRE
UNITED KINGDOM
GL6 7HU**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/01/1950** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **22/09/2010** *Authenticated:* **YES**

Company Director **3**

Type: **Person**
Full forename(s): **ANDREW**

Surname: **SMITH**

Former names:

Service Address: **HILLCROFT 76 PEGHOUSE RISE
STROUD
GLOUCESTERSHIRE
UNITED KINGDOM
GL5 1UR**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/01/1960** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **22/09/2010** *Authenticated:* **YES**

Company Director 4

Type: **Person**
Full forename(s): **RICHARD**

Surname: **HARTSON**

Former names:

Service Address: **15 GOLDWATER SPRINGS STATION ROAD
NAILSWORTH
STROUD
GLOUCESTERSHIRE
UNITED KINGDOM
GL6 0AH**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **15/09/1969** *Nationality:* **NEW ZEALANDER**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **22/09/2010** *Authenticated:* **YES**

Company Director **5**

Type: **Person**

Full forename(s): **CHRIS**

Surname: **BROOKMAN**

Former names:

Service Address: **5 PORT TERRACE
BRIMSCOMBE
STROUD
GLOUCESTERSHIRE
UNITED KINGDOM
GL5 2QL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **02/01/1983**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **22/09/2010**

Authenticated: **YES**

Company Director **6**

Type: **Person**

Full forename(s): **TIM**

Surname: **WHAMOND**

Former names:

Service Address: **WADDEN HOUSE
WATLEDGE
NAILSWORTH
GLOUCESTERSHIRE
UNITED KINGDOM
GL6 0AY**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/01/1970**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **22/09/2010**

Authenticated: **YES**

Company Director 7

Type: **Person**

Full forename(s): **JASON**

Surname: **RICHARDS**

Former names:

Service Address: **4 DOCTOR CRAWFORDS CLOSE
MINCHINHAMPTON
STROUD
GLOUCESTERSHIRE
UNITED KINGDOM
GL6 9EZ**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/03/1968**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **22/09/2010**

Authenticated: **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payment of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: MORGWN ATKINS *Amount Guaranteed:* 1
Address: 17 ST MARY'S STREET
 MALMESBURY
 WILTSHIRE
 UNITED KINGDOM
 SN16 0BJ

Name: ROBERT EDMONDS *Amount Guaranteed:* 1
Address: DOWNFIELD COTTAGE
 BULLS CROSS
 SHEEPSCOMBE
 GLOUCESTERSHIRE
 UNITED KINGDOM
 GL6 7HU

Name: ANDREW SMITH *Amount Guaranteed:* 1
Address: HILLCROFT 76 PEGHOUSE
RISE
STROUD
GLOUCESTERSHIRE
UNITED KINGDOM
GL5 1UR

<i>Name:</i>	RICHARD HARTSON	<i>Amount Guaranteed:</i>	1
<i>Address:</i>	15 GOLDWATER SPRINGS STATION ROAD NAILSWORTH STROUD GLOUCESTERSHIRE UNITED KINGDOM GL6 0AH		

Name: CHRIS BROOKMAN *Amount Guaranteed:* 1
Address: 5 PORT TERRACE
BRIMSCOMBE
STROUD
GLOUCESTERSHIRE
UNITED KINGDOM
GL5 2QL

Name: TIM WHAMOND *Amount Guaranteed:* 1
Address: WADDEN HOUSE
WATLEDGE
NAILSWORTH
GLOUCESTERSHIRE
UNITED KINGDOM
GL6 0AY

Name: JASON RICHARDS *Amount Guaranteed:* 1
Address: 4 DOCTOR CRAWFORDS
CLOSE
MINCHINHAMPTON
STROUD
GLOUCESTERSHIRE
UNITED KINGDOM
GL6 9EZ

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of association of MINCHINHAMPTON RUGBY FOOTBALL CLUB LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Morgwn Atkins
Robert Edmonds
Andrew Smith
Richard Hartson
Chris Brookman
Tim Whamond
Jason Richards

Dated 21 September 2010

THE COMPANIES ACTS 1985, 1989 AND 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

- of -

MINCHINHAMPTON RUGBY FOOTBALL CLUB LIMITED

INDEX TO THE ARTICLES

- 1. Defined terms1
- 2. Objects6
- 3. Powers8
- 4. Liability of members9
- 5. Directors' general authority9
- 6. Directors may delegate9
- 7. Committees10
- 8. Directors to take decisions collectively10
- 9. Unanimous decisions11
- 10. Calling a meeting of the Board11
- 11. Participation in meetings of the Board12
- 12. Composition of the Board and Quorum12
- 13. Chairing of meetings of the Board13
- 14. Casting vote13

15.	Conflicts of interest	14
16.	Records of decisions to be kept	15
17.	Directors' discretion to make further rules	16
18.	Methods of appointing directors	16
19.	[Elected Directors]	18
20.	Termination of director's appointment	19
21.	Directors' remuneration	20
22.	Directors' expenses	21
23.	President	21
24.	Chairman	22
25.	Vice-Chairman	22
26.	Secretary	23
27.	[Company Secretary]	23
28.	Elections	23
29.	Casual Vacancies	24
30.	Applications for membership	24
31.	Conditions of membership	25
32.	Termination of membership	26
33.	Annual General Meetings	27
34.	Attendance and speaking at general meetings	28
35.	Quorum for general meetings	29
36.	Chairing general meetings	29
37.	Attendance and speaking by directors and non-members	29
38.	Adjournment	30
39.	Voting: general	31
40.	Errors and disputes	31
41.	Poll votes	31
42.	Content of proxy notices	33
43.	Delivery of proxy notices	34
44.	Amendments to resolutions	34
45.	Means of communication to be used	35
46.	No right to inspect accounts and other records	35
47.	Indemnity	36
48.	Insurance	36
49.	Rules	37
50.	Dissolution	37

THE COMPANIES ACTS 1985, 1989 AND 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

- of -

MINCHINHAMPTON RUGBY FOOTBALL CLUB LIMITED

PART 1

DETAILS, INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1 In these Articles, unless the context requires otherwise:

"the 2006 Act" means the Companies Act 2006 as modified by statute or re-enacted from time to time;

"Articles" means these articles of association, as may be amended from time to time;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"Board" means the board of directors of the Club established from time to time in accordance with Article 18, the members of which are the directors of the Club for the purposes of the Companies Acts;

"Chairman" means the person elected from time to time in accordance with these Articles as the chairman of the Club;

"clear days" means a period of days exclusive of the day on which the notice is served and of the day for which it is given;

"chairman of the meeting" has the meaning given in Article 24;

"Club" means the above named company;

"Companies Acts" means the Companies Acts (as defined in section 2 of the 2006 Act), in so far as they apply to the Club;

"Company Secretary" means such person as the Board appoints as company secretary from time to time;

"Constituent Body" means the Constituent Body of the RFU to which the Club is from time to time affiliated and which at the date of incorporation is Gloucestershire RFU;

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"Elected Director" means a director elected in accordance with Article 18.2.5;

"electronic form" has the meaning given in Section 1168 of the 2006 Act;

"general meeting" means [an annual general meeting or other] [a] general meeting of the Club;

"hard copy form" has the meaning given in Section 1168 of the 2006 Act;

"the IRB" means the international governing body for rugby union, which at the date of incorporation is the International Rugby Board;

"Life Member" means a member who is appointed as a life member pursuant to Article 33.2.5;

"member" means the persons admitted to the membership of the Club in accordance with Article 30 and any Rules from time to time in force;

"Non-Voting Members" means all members of the Club other than the Voting Members and who shall not be members for the purposes of the Companies Acts;

"ordinary resolution" has the meaning given in Section 282 of the 2006 Act;

"participate" in relation to a directors' meeting, has the meaning given in Article 11;

"President" means the person from time to time elected in accordance with these Articles as the president of the Club;

"proxy notice" has the meaning given in Article 42.1;

"the RFU" means the Rugby Football Union (an Industrial & Provident Society with registered number 27981R which is the governing body of rugby union within England) of Rugby House, Rugby Road, Twickenham, Middlesex TW1 1DS;

"Rules" means the rules and regulations of the Club made by the Board or by the Club in general meeting, as amended from time to time;

"Secretary" means the secretary of the Club appointed from time to time in accordance with these Articles [and who shall also be the company secretary for the purposes of the Companies Acts];

"special resolution"has the meaning given in Section 283 of the 2006 Act;

"subsidiary"has the meaning given in Section 1159 of the 2006 Act;

"Treasurer"the person from time to time elected in accordance with these Articles as the Treasurer of the Club;]

"Voting Members"means the members of the Club who, under these Articles are entitled to receive notice of, attend and vote at general meetings and who are members of the Club for the purposes of the Companies Acts; and

"writing"means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the 2006 Act.

1.3Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.

1.4For the purposes of Section 20 of the 2006 Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

2.Objects

2.1The objects for which the Club is established ("Objects") are:

2.1.1to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as Minchinhampton Rugby Football Club and to indemnify Minchinhampton Rugby Football Club, its officers, members, and members of any of its sub-committees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of Minchinhampton Rugby Football Club and in respect of all liabilities, obligations and commitments (whether legally binding or not) of Minchinhampton Rugby Football Club and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;

2.1.2principally to provide facilities for rugby union and generally to promote, encourage and facilitate the playing of rugby union in the area of Minchinhampton and amongst the community;

2.1.3to provide and maintain any Club premises and club-owned rugby equipment for the use of its members (without discrimination);

2.1.4to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, insurance, medical treatment and post-match refreshments

2.1.5to sell or supply food and/or drink and provide other activities as a social adjunct to the sporting purposes of the Club;

2.1.6to obtain funding for the activities of the Club by collecting entrance fees, membership subscriptions, and match fees, by obtaining sponsorship and other available funding;

2.1.7to promote amateur rugby within the Club;

2.1.8to affiliate to the RFU (through the membership of the Club's nominee to the RFU, such nominee to be the Secretary or another officer of the Club approved by the RFU) and to affiliate to the Constituent Body designated to it by the RFU;

2.1.9to comply with and uphold the rules and regulations of the Constituent Body, the RFU and the IRB as amended from time to time and the rules and regulations of any body to which the RFU is affiliated;

2.1.10to acquire, establish, own, operate and turn to account in any way for the members' benefit the rugby union facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

2.1.11to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the members;

2.1.12to discipline the members where permitted by its Rules and to refer its members to be disciplined by the RFU or the Constituent Body (as appropriate) where so required by the rules and regulations of the RFU or the Constituent Body (as the case may be);
2.1.13to undertake and execute charitable trusts relating to the activities of the Club;
2.1.14to make donations or offer support to rugby union clubs which are charities or community amateur sports clubs; and
2.1.15to do all such other things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Article 2.

3.Powers

3.1The Club shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects ("the Powers").
3.2The 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 of the Club or third parties other than other registered community amateur sports clubs or charities. No member shall be paid a salary, bonus fee or other remuneration for playing for the Club.
3.3Nothing in Article 3.2 shall prevent the payment in good faith by the Club:
3.3.1of remuneration to any director of the Club in accordance with Article 21.1;
3.3.2to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses;
3.3.3of interest on money lent by a member of the Club or its directors at a commercial rate of interest;
3.3.4of reasonable and proper rent for premises demised or let by any member of the Club or by any director; [or]
3.3.5of 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; [or]
3.3.6other payments as are permitted by these Articles.

4.Liability of members

4.1The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a member or within one year after he ceases to be a member, for any of the items set out in Article 4.2.
4.2The items for which the members undertake to contribute are:
4.2.1payment of the Club's debts and liabilities contracted before he ceases to be a member;
4.2.2payment of the costs, charges and expenses of winding up; and
4.2.3adjustment of the rights of the contributories among themselves.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

5.Directors' general authority

5.1Subject to these Articles, any Rules made pursuant to them and the Companies Acts, the Board is responsible for the management of the Club's business, for which purpose it may exercise all the powers of the Club.
5.2No Rule made by the Club in general meeting pursuant to Article 50 shall invalidate any prior act of the Board which would have been valid if such Rule had not been made.

6.Directors may delegate

6.1Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:
6.1.1to such person or committee;
6.1.2by such means (including by power of attorney);

6.1.3to such an extent;

6.1.4in relation to such matters or territories; and

6.1.5on such terms and conditions;

6.1.6as it thinks fit.

6.2All acts and proceedings delegated under Article 6.1 shall be reported to the Board in due course.

6.3If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

6.4The Board may revoke any delegation in whole or part, or alter its terms and conditions.

7. Committees

7.1Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

7.2The Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

7.3The quorum for meetings of any sub-committee formed pursuant to the provisions of the Articles shall be three

DECISION-MAKING BY DIRECTORS

8. Directors to take decisions collectively

Any decision of the Board must be either a majority decision or a decision taken in accordance with Article 9.

9. Unanimous decisions

9.1A decision of the Board 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.

9.2Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board.

9.4A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

10. Calling a meeting of the Board

10.1The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least three such meetings shall be held in each year.

10.2The Board shall report on their activities to the members at the annual general meeting.

10.3Any director may call a meeting of the Board by giving notice of the meeting to the directors or by directing the Secretary to give such notice.

10.4Notice of any meeting of the Board must indicate:

10.4.1its proposed date and time;

10.4.2where it is to take place; and

10.4.3if 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.

10.5Notice of a meeting of the Board must be given to each director, but need not be in writing. A director who is absent from Great Britain shall be entitled to notice of a meeting if he has provided a valid email address.

11. Participation in meetings of the Board

11.1Subject to these Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when:

11.1.1the meeting has been called and takes place in accordance with these Articles, and

11.1.2they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 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.

11.3 If all the directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12. Composition of the Board and Quorum

12.1 At a meeting of the Board, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for meetings of the Board may be fixed from time to time by a decision of the directors, but it must never be less than three, and unless otherwise fixed it is three.

12.3 Subject to Article 12.4, the Board may act notwithstanding any vacancy in their body.

12.4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision :

12.4.1 to call a general meeting so as to enable the members to fill a casual vacancy arising among the directors.

13. Chairing of meetings of the Board

13.1 The Chairman shall be chairman of the Board. The Chairman shall preside as chairman at all meetings of the Board at which he shall be present.

13.2 If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting or he is not willing to preside, the members of the Board present shall choose one of their number to be chairman of the meeting. The person so appointed for the time being is known as the chairman.

14. Casting vote

14.1 If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting of the Board has a casting vote.

14.2 Article 14.1 shall not apply to give a casting vote to the Chairman or other director chairing the meeting (as appropriate) if, in accordance with these Articles, the Chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15. Conflicts of interest

15.1 Subject to Article 15.2, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Club in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15.2 The prohibition under Article 15.1 shall not apply when:

15.2.1 the Board approves the director counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest;

15.2.2 the director need not declare an interest pursuant to Section 177 or 182 of the 2006 Act; or

15.2.3 the director's conflict of interest arises from a permitted cause.

15.3 For the purposes of Article 15.2, the following are "permitted causes":

15.3.1 a guarantee, security or indemnity given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Club or any of its subsidiaries (if any);

15.3.2 subscription, or an agreement to subscribe, for securities of the Club or any of its subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

15.3.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Club or any of its subsidiaries (if any) which do not provide special benefits for directors or former directors.

15.4 For the purposes of this Article 15, references to proposed decisions and decision-making processes include any meeting of the Board or part of a

meeting of the Board.

15.5 Subject to Article 15.6, if a question arises at a meeting of the Board or of a committee of the Board as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting whose ruling in relation to any director other than himself is to be final and conclusive.

15.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15.7 A director may vote, and count towards the quorum, in regard to any transaction or arrangement in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Club only where such matter has been authorised by the Board in accordance with Section 175 of the 2006 Act.

16. Records of decisions to be kept

16.1 The Board must ensure that the Club keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Board and by the Club at general meeting.

16.2 Any such records, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

16.3 Any such records shall be circulated to all members of the Board.

17. Directors' discretion to make further rules

17.1 Subject to those Rules to be made, varied or revoked by the Voting Members in general meeting in accordance with Article 49 below, the Board shall have the power to make, vary and revoke the Rules including, but not limited to, Rules:

17.1.1 setting out different categories of membership of the Club;

17.1.2 setting the criteria for admission to membership of the Club for the different categories of members;

17.1.3 creating regulations, standing orders and/or bye-laws for the better administration of the Club and to regulate the function, role and operation of committees to assist the board in the better administration of the Club;

17.1.4 setting or adopting such other regulations or policies, including for example child protection and equity policies, as the board thinks fit; and

17.1.5 [in relation to licensable activities of the Club],

provided that nothing in those Rules shall prejudice the Club's status as a Community Amateur Sports Club under Schedule 18 Finance Act 2002 and

provided that the said Rules shall be consistent with these Articles and the Companies Acts.

APPOINTMENT OF DIRECTORS

18. Methods of appointing directors

18.1 The number of directors shall be not less than three and shall be subject to a maximum of twelve.

18.2 The members of the Board shall be:

18.2.1 the Chairman;

18.2.2 the Junior Chairman;

18.2.3 the Secretary;

18.2.4 the Junior Secretary

18.2.5 the Treasurer;

18.2.6 the Future Policy Secretary

18.2.7 the Club Captain

18.2.8 up to five (5) (or such lower number as the Board shall from time to time decide) Elected Directors; and

18.2.9 such other persons (if any) as the Board may from time to time in its sole discretion co-opt to the Board until the next annual general meeting,

provided that the total number of directors at any one time shall not exceed the maximum number (if any) fixed by these Articles. Co-opted directors shall be entitled to vote at the meetings of the Board.

18.3 The first directors, who shall hold office until such time as they are due to retire in accordance with these Articles, shall be:

OfficeNameEnd of Office

18.3.1 the Chairman Morgwm Atkins 30 April 2011

18.3.2 the Junior Chairman Rich Hartson 30 April 2011

18.3.3 the Secretary Robert Edmonds 30 April 2011

18.3.4 the Junior Secretary Jason Richards 30 April 2011

18.3.5 the Treasurer

the Future Policy Secretary

the Club Captain Andy Smith 30 April 2011

Tim Whammond 30 April 2011

Chris Brookman 30 April 2011

18.4 The first directors set out in Article 18.3 shall retire at the annual general meeting set out after their respective names but may be re-elected in accordance with these Articles.

18.5 The Board may at its discretion award honoraria to such persons as it thinks fit [provided that the honoraria shall not to any extent be determined by or conditional upon the profits or losses derived from some or all of the activities of the Club or by reference to the level of the Club's gross income from some or all of its activities].

18.6 All acts carried out in good faith at any meeting of the Board or of any sub-committee, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person be as valid as if every such person had been duly appointed or had duly continued in office.

19. Elected Directors

At the annual general meeting each year, the Elected Directors due to retire shall retire and shall be eligible for re-election in accordance with these Articles. The election for the office of Elected Directors shall be conducted in accordance with Article 28. [Except as provided in Article 18.4, an Elected Director so elected shall hold office from the annual general meeting at which he is elected, until the annual general meeting in the tenth year following his election at which meeting he shall retire but may be re-elected for a further five year term.]

20. Termination of director's appointment

20.1 Without prejudice to the provisions of Section 168 of the 2006 Act, a person shall cease to be a director of the Club as soon as:

20.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

20.1.2 a bankruptcy order is made against that person;

20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

20.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

20.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

20.1.6 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.

20.2 [A Chairman who is removed from office as a director of the Board for whatever reason shall be deemed to have resigned from office and the vacancy shall be filled in accordance with these Articles.]

21. Directors' remuneration

21.1 [Subject to the provisions of the Companies Acts, and to Article 21.2

below, the Board may enter into an agreement or arrangement with any director:

21.1.1for his services to the Club as a director; and

21.1.2for his employment by the Club or for the provision by him of any services outside the scope of the ordinary duties of a director or benefits.

21.1.3Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Club.

21.2Subject to these Articles, a director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director provided that such remuneration:

21.2.1is fixed having regard to the current remuneration of directors in comparable posts;

21.2.2does not exceed the general market rate for directors providing comparable services; and

21.2.3[is not to any extent determined by or conditional upon the profits or losses derived from some or all of the activities of the Club or by reference to the level of the Club's gross income from some or all of its activities.]

21.3Unless the Board decides otherwise, the Club shall not employ any director of the Club to provide any services outside the scope of the ordinary duties of a director and shall not pay any director any remuneration in relation to his role on the Board.

21.4Unless the Board decides otherwise, directors are not accountable to the Club for any remuneration which they receive as directors or other officers or employees of the Club's subsidiaries (if any) or of any other body corporate in which the Club is interested (if any).

22.Directors' expenses

22.1Without prejudice to Article 21, the Club may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

22.1.1meetings of the Board or committees of the Board; or

22.1.2general meetings,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

PART 3

APPOINTMENTS AND ELECTED POSITIONS

23.President

At the annual general meeting in 2011 and at the annual general meeting each year thereafter, the President shall retire but shall be eligible for re-appointment in accordance with these Articles. The election of the President shall be in accordance with Article 28. A member so appointed shall hold office for a one year term but shall be eligible for re election. The President shall have such rights and privileges as the Board shall from time to time prescribe.

Chairman and Junior Chairman

At the annual general meeting in 2011 and at the annual general meeting every year thereafter, the Chairman and Junior Chairman shall retire but shall be eligible for re- appointment in accordance with these Articles. The election for the offices of Chairman and Junior Chairman shall be conducted in accordance with Article 28. A member so appointed shall hold office for a one year term but shall be eligible for re-election. The Chairman and Junior Chairman shall be directors by virtue of their offices and shall have such rights and privileges as the Board shall from time to time prescribe.

24.Treasurer

At the annual general meeting in 2011 and at the annual general meeting every year thereafter, the Treasurer shall retire but shall be eligible for

re-election in accordance with these Articles. The election for the office of Treasurer shall be conducted in accordance with Article 28. A person so appointed shall hold office for a one year term but shall be eligible for re-election. The Treasurer shall be a director by virtue of his office and shall have such rights and privileges as the Board shall from time to time prescribe.

25. Secretary, Junior Secretary, Future Policy Secretary and the Club Captain

At the annual general meeting in 2011 and at the annual general meeting every year thereafter, the Secretary, Junior Secretary, Future Policy Secretary and Club Captain shall retire but shall be eligible for re-election in accordance with these Articles. The election for the offices of Secretary, Junior Secretary, Future Policy Secretary and Club Captain shall be conducted in accordance with Article 28. A person so appointed shall hold office for a one term but shall be eligible for re-election. The Secretary, Junior Secretary, Future Policy Secretary and Club Captain shall be directors by virtue of their offices and shall have such rights and privileges as the Board shall from time to time prescribe.

26. Company Secretary

Subject to the provisions of the Companies Acts, the Company Secretary shall be appointed by the Board for such term at such remuneration and upon such conditions as they may think fit and any Company Secretary appointed may be removed by them.

27. Elections

27.1 Any Voting Member may nominate another member to be President, the Chairman, Junior Chairman, Secretary, Junior Secretary, Treasurer, Future Policy Secretary, or an Elected Director. Any person nominated as a member of the Board must be a Voting Member. Any nomination must be made on the form prescribed from time to time by the Board. Any nomination must be seconded by another Voting Member. Any voting member may only nominate or second one candidate for each post and the form must be completed and returned to the Secretary not later than such date as the Board shall prescribe each year.

27.2 If there are the same number of candidates as there are vacancies for a post, those candidates shall be declared elected unopposed at the annual general meeting. In the event of there being more nominations than vacancies, there shall be an election at the annual general meeting as directed by the Board. The results of any such election must be announced at the annual general meeting by the Board.

28. Casual Vacancies

A casual vacancy arising among the offices of President, Chairman, Junior Chairman, Secretary, Junior Secretary, Treasurer, Future Policy Secretary or the Elected Directors, shall be filled by the Board provided always that the person appointed to fill the vacancy shall hold office until such time as the person he replaced was due to retire but shall be eligible for re-election in accordance with these Articles.

BECOMING AND CEASING TO BE A MEMBER

29. Applications for membership

29.1 The subscribers to the Memorandum of Association of the Club; [the members of the unincorporated association known as the Minchinhampton Rugby Football Club as at the date of incorporation ; and such other persons as are admitted to membership by the Board in accordance with these Articles, shall be the members of the Club.

29.2 No person shall become a member of the Club unless:

29.2.1 that person has completed an application for membership in a form approved by the Board, and

29.2.2 the Board has approved the application.

29.3 For the avoidance of doubt membership is open to all without

discrimination and may only be refused where admission to membership would be contrary to the best interests of the sport or the good conduct and interests of the Club and no person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at such meeting.

29.4 For the purposes of registration the number of members is declared to be unlimited.

29.5 The Board may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of members provided that the Board shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the Club.

30. Conditions of membership

30.1 All members shall be subject to the Rules and shall respect the rules of the game of rugby union as set from time to time by the IRB.

30.2 The members shall pay any entrance fees and annual subscription set by the Board under Article 30.6. Any member whose subscription fee is more than three months in arrears shall be deemed to have resigned his membership of the Club.

31. Termination of membership

31.1 It shall be the duty of the Board, if at any time it shall be of the opinion that the interests of the Club so require, by notice in hard copy form sent by prepaid post to a member's address, to request that member to withdraw from membership of the Club within a time specified in such notice. If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board or such sub-committee to which it has delegated its powers. The Board or sub-committee and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard copy form, and he shall not be required to withdraw from membership unless a majority of the Board members or sub-committee members present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a member and his name shall be erased from the register of members. The Board may exclude the member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend the Club's premises to attend that meeting (if it is held at them) for the purpose of making his representations. A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at such meeting.

31.2 A member may withdraw from membership of the Club by giving seven clear days' notice to the Club in writing.

31.3 A membership terminates automatically when that person dies or ceases to exist or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules.

31.4 Membership is not transferable.

31.5 Any person ceasing to be a member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription.

ORGANISATION OF GENERAL MEETINGS

32. Annual General Meetings

32.1 The Club shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it, provided that so long as the Club holds its first annual general meeting within 18 months after its incorporation it need not hold it in the calendar year of its incorporation or in the following calendar year.

32.2 The annual general meeting shall be held for the following purposes:

32.2.1 to receive from the Board the Club's accounts;

32.2.2 to receive from the Board a report of the activities of the Club since the previous annual general meeting;

32.2.3 to appoint the Club's auditors;

32.2.4 to announce the election of the Elected posts and the Elected Directors to be appointed in accordance with these Articles; and

32.2.5 to transact such other business as may be brought before it (including without limitation the appointment of Life Members (in recognition of outstanding contribution or long service to the Club)).

32.3 All general meetings, other than annual general meetings, shall be called general meetings.

33. Attendance and speaking at general meetings

33.1 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.

33.2 A person is able to exercise the right to vote at a general meeting when:

33.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

33.2.2 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.

33.3 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

34. Quorum for general meetings

34.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

34.2 [Subject to Article 38.6,] 25 Voting Members the Club present in person shall be a quorum.

35. Chairing general meetings

35.1 The Chairman shall chair general meetings if present and willing to do so. If the Chairman shall be absent, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the same, the President shall preside. If the President is not present or is unwilling to preside within fifteen minutes of the time at which a meeting was due to start:

35.1.1 the directors present, or

35.1.2 (if no directors are present), the meeting,

35.1.3 must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

35.2 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

36. Attendance and speaking by directors and non-members

36.1 Directors may attend and speak at general meetings, whether or not they are members.

36.2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

37. Adjournment

37.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

37.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

37.2.1 the meeting consents to an adjournment, or

37.2.2 it appears to the chairman 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.

37.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

37.4 When adjourning a general meeting, the chairman of the meeting must:

37.4.1 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 directors, and

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

37.5 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 (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

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

37.5.2 containing the same information which such notice is required to contain.

37.6 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 provided that if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting 10 Voting Members shall be a quorum.

VOTING AT GENERAL MEETINGS

38. Voting: general

38.1 Every Voting Member shall be entitled to receive notice of, attend general meetings and cast one vote.

38.2 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 these Articles.

39. Errors and disputes

39.1 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.

39.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

40. Poll votes

40.1 A poll on a resolution may be demanded:

40.1.1 in advance of the general meeting where it is to be put to the vote, or

40.1.2 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.

40.2 A poll may be demanded by:

40.2.1 the chairman of the meeting;

40.2.2 the Board; or

40.2.3 two or more members present in person or proxy having the right to vote on the resolution or, if less, 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.

40.3 A demand for a poll may be withdrawn if:

40.3.1the poll has not yet been taken, and

40.3.2the chairman of the meeting consents to the withdrawal.

40.4Polls shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

40.5A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

40.6No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

41.Content of proxy notices

41.1Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

41.1.1states the name and address of the member appointing the proxy;

41.1.2identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

41.1.3is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

41.1.4is delivered to the Club in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

41.2The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

41.3Proxy 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.

41.4Unless a proxy notice indicates otherwise, it must be treated as:

41.4.1allowing 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

41.4.2appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

42.Delivery of proxy notices

42.1A 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.

42.2An 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.

42.3A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

42.4If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

43.Amendments to resolutions

43.1An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

43.1.1notice 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 chairman of the meeting may determine), and

43.1.2the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
43.2A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
43.2.1the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
43.2.2the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
43.3With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
43.4If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

44.Means of communication to be used

44.1Subject to these Articles, anything sent or supplied by or to the Club under these Articles may be sent or supplied in any way in which the 2006 Act provides for documents or information which are authorised or required by any provision of the 2006 Act to be sent or supplied by or to the Club.

44.2Subject to these Articles, any notice or document to be sent or supplied to a member of the Board in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

44.3A director may agree with the Club that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

45.No right to inspect accounts and other records

45.1Except as provided by law or authorised by the Board or an ordinary resolution of the Club, no person is entitled to inspect any of the Club's accounting or other records or documents merely by virtue of being a member.

DIRECTORS' INDEMNITY AND INSURANCE

46.Indemnity

46.1Subject to Article 47.2, a relevant director of the Club or an associated company may be indemnified out of the Club's assets against:

46.1.1any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

46.1.2any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the 2006 Act),

46.1.3any other liability incurred by that director as an officer of the Club or an associated company.

46.2This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

46.3In this Article:

46.3.1companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

46.3.2a "relevant director" means any director or former director of the Club or an associated company.

47.Insurance

47.1The Board may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant director in respect of any relevant loss.

47.2In this Article:

47.2.1a "relevant director" means any director or former director of the Club or an associated company;

47.2.2a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

47.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

48. Dissolution

If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be paid to or distributed to another registered community amateur sports club for rugby union, to the RFU for use in community related rugby union initiatives, or to a charitable organisation.