

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9164144**

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

SIVES COMMUNITY SPORTS CLUB

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 **6th August 2014**



N09164144G

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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 06/08/2014



X3DP1QMG

Company Name
in full: **SIVES COMMUNITY SPORTS CLUB**

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

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

Proposed Register
Office Address: **KENDRAY PLAYING FIELDS HUNNINGLEY LANE
BURNSALL GROVE
BARNSELY
WEST YORKSHIRE
UNITED KINGDOM
S70 3JR**

I wish to adopt entirely bespoke articles

Company Director 1

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

Surname: **REDHEAD**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **31/12/1979** Nationality: **BRITISH**

Occupation: **SPORTS CENTRE MANAGER**

Consented to Act: **Y** Date authorised: **06/08/2014** Authenticated: **YES**

Company Director 2

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

Surname: **LOGAN**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **18/09/1979** Nationality: **BRITISH**

Occupation: **ACTIVE SCHOOLS CO-
ORDINATOR**

Consented to Act: **Y** Date authorised: **06/08/2014** Authenticated: **YES**

Company Director **3**

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

Surname: **DOLAN**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **01/11/1969** Nationality: **BRITISH**

Occupation: **JOINER**

Consented to Act: **Y** Date authorised: **06/08/2014** Authenticated: **YES**

Company Director **4**

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

Surname: **PINDER**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **12/05/1968** Nationality: **BRITISH**

Occupation: **SELF EMPLOYED**

Consented to Act: **Y** Date authorised: **06/08/2014** Authenticated: **YES**

Company Director **5**

Type: **Person**

Full forename(s): **PAUL**

Surname: **WATSON**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **05/03/1967**

Nationality: **BRITISH**

Occupation: **DRAYMAN**

Consented to Act: **Y**

Date authorised: **06/08/2014**

Authenticated: **YES**

Company Director **6**

Type: **Person**

Full forename(s): **KEITH**

Surname: **WHITE**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **06/03/1956**

Nationality: **BRITISH**

Occupation: **FACTORY WORKER**

Consented to Act: **Y**

Date authorised: **06/08/2014**

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: **MICHAEL REDHEAD**

Address: **KENDRAY PLAYING FIELDS HUNNINGLEY *Amount Guaranteed:* **GBP1****
 LANE
 BURNSALL GROVE
 BARNSLEY
 WEST YORKSHIRE
 UNITED KINGDOM

Name: **ROSS LOGAN**

Address: **KENDRAY PLAYING FIELDS HUNNINGLEY *Amount Guaranteed:* **GBP1****
 LANE
 BURNSALL GROVE
 BARNSLEY
 WEST YORKSHIRE
 UNITED KINGDOM

Name: **TOMMY DOLAN**

Address: **KENDRAY PLAYING FIELDS HUNNINGLEY *Amount Guaranteed:* **GBP1****
 LANE
 BURNSALL GROVE
 BARNSLEY
 WEST YORKSHIRE
 UNITED KINGDOM

Name: **RAYMOND PINDER**

Address: **KENDRAY PLAYING FIELDS HUNNINGLEY *Amount Guaranteed:* **GBP1****
 LANE
 BURNSALL GROVE
 BARNSLEY
 WEST YORKSHIRE
 UNITED KINGDOM

Name: PAUL WATSON

Address: KENDRAY PLAYING FIELDS HUNNINGLEY *Amount Guaranteed:* GBP1
LANE
BURNSALL GROVE
BARNSELY
WEST YORKSHIRE
UNITED KINGDOM

Name: KEITH WHITE

Address: KENDRAY PLAYING FIELDS HUNNINGLEY *Amount Guaranteed:* GBP1
LANE
BURNSALL GROVE
BARNSELY
WEST YORKSHIRE
UNITED KINGDOM

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

5ives Community Sports Club

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
Michael Redhead	Michael Redhead
Ross Logan	Ross Logan
Tommy Dolan	Tommy Dolan
Raymond Pinder	Raymond Pinder
Paul Watson	Paul Watson
Keith White	Keith White

Dated 6/8/2014

Company Number:

The Companies Act 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

5ives Community Sports Club

Incorporated on

Jordans Limited

www.jordans.co.uk

Bristol office:
21 St Thomas Street
Bristol
BS1 6JS
Tel: +44 (0)117 923 0600
Fax: +44 (0)117 923 0063

London office:
20-22 Bedford Row
London
WC1R 4JS
Tel: +44 (0)20 7400 3333
Fax: +44 (0)20 7400 3366

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

5ives Community Sports Club

1. INTERPRETATION AND LIMITATION OF LIABILITY

1.1 In the Articles, unless the context requires otherwise:

"Articles" means these articles of association;

"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;

"Chairman" means the Committee member appointed as chairman of the Committee in accordance with Article 14.1;

"chairman of the meeting" has the meaning given in Article 33;

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

"Committee" means the Management Committee of the Company for the time being;

"Committee member" means a member of the Committee;

"Community Amateur Sports Club" has the meaning given in section 658 of the Corporation Tax Act 2010;

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

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

"member" has the meaning given in section 112 of the Companies Act 2006;

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

"participate", in relation to a Committee members' meeting, has the meaning given in Article 12;

"proxy notice" has the meaning given in Article 39;

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 24 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

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

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006; and

"Vice-Chairman" means the Committee member appointed as vice-chairman of the Committee in accordance with Article 14.2;

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

"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.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.
- 1.3 In these Articles, any reference to a provision of any Act of Parliament shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2. LIABILITY OF MEMBERS

- 2.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company 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:
 - (a) payment of the Company's debts and liabilities contracted before he ceases to be a member,
 - (b) payment of the costs, charges and expenses of winding up, and
 - (c) adjustment of the rights of the contributories among themselves.

3. OBJECTS

- 3.1 The Company's objects are:
 - (a) to promote, and provide facilities for, the amateur sport of football and any other amateur sports, games, exercises, physical training and pastimes and to encourage community participation in the same;
 - (b) to establish and maintain teams for amateur football and any other amateur sports;
 - (c) to hold conduct and arrange matches and other games, matches competitions, tours, athletic sports and displays;
 - (d) to employ umpires and other sportspersons, managers, coaches, trainers and other persons in connection with amateur football or any other amateur sports; and

- (e) to provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, away-match expenses, post-match refreshments and other ordinary benefits of a Community Amateur Sports Club.

4. COMMITTEE'S GENERAL AUTHORITY

- 4.1 The Committee has control over the affairs and property of the Company and is responsible for management of the Company's business. The Committee has authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 3.1.
- 4.2 In exercising such powers, the Committee must have due regard, through the Committee members or any sub-committees of the Committee, to the law on disability discrimination and child protection.

5. MEMBERS' RESERVE POWER

- 5.1 The members may, by special resolution, direct the Committee to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the Committee has done before the passing of the resolution.

6. NO DISTRIBUTION TO MEMBERS

- 6.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set out at Article 3.1 and no part of such property and income may be or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company.
- 6.2 Nothing in this Article 6 prevents any payment in good faith by the Company:-
 - (a) of reasonable remuneration to any member who is an officer or employee of the Company or who otherwise provides any services to the Company, provided that no member may be paid or rewarded for playing sport except to the extent permitted for a Community Amateur Sports Club;
 - (b) of interest on money lent by any member of the Company at a reasonable and proper rate per annum;
 - (c) of reasonable rent for premises demised or let by any member of the Company;
 - (d) of fees, remuneration or other benefit in money or money's worth to any company of which a member may also be a member holding not more than 1% of the issued share capital of that company;
 - (e) to any Committee member of expenses under Article 23; or
 - (f) of any premium in respect of any such insurance as is permitted by Article 47.
- 6.3 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 given or transferred to:

- (a) to another club with similar sports purposes which is a registered charity; and/or
- (b) to another club with similar sports purposes which is a registered Community Amateur Sports Club; and/or
- (c) to the Company's governing body for use by them for related community sports;

such body or bodies to be determined by the members of the Company at or before the time of dissolution (whether or not a recipient body is a member of the Company).

7. COMMITTEE MEMBERS MAY DELEGATE

7.1 The Committee members may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or sub-committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

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

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

8. SUB-COMMITTEES

8.1 Sub-committees to which the Committee 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 Committee.

8.2 The Committee may make rules of procedure for all or any sub-committees, which prevail over rules derived from the Articles if they are not consistent with them.

9. COMMITTEE MEMBERS TO TAKE DECISIONS COLLECTIVELY

9.1 The general rule about decision-making by the Committee is that any decision of the Committee must be either a majority decision of Committee members at a meeting or a decision taken in accordance with Article 10.

10. UNANIMOUS DECISIONS

10.1 A decision of the Committee is taken in accordance with this Article when all eligible Committee members indicate to each other by any means that they share a common view on a matter.

10.2 Such a decision may take the form of a resolution in writing, where each eligible Committee member has signed one or more copies of it or to which each eligible Committee member has otherwise indicated agreement in writing.

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

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

11. CALLING A COMMITTEE MEETING

11.1 Any Committee member may call a meeting of the Committee by giving notice of the meeting to the Committee members or by authorising the company secretary (if any) to give such notice.

11.2 Notice of a meeting of the Committee must be given to each Committee member, but need not be in writing.

11.3 Notice of a meeting of the Committee need not be given to Committee members who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. PARTICIPATION IN COMMITTEE MEETINGS

12.1 Committee members participate in a meeting of the Committee, or part of such a meeting, when:

- (a) the meeting has been called and takes place in accordance with these Articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

12.2 In determining whether Committee members are participating in a meeting of the Committee, it is irrelevant where any Committee member is or how they communicate with each other.

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

13. QUORUM FOR COMMITTEE MEETINGS

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

13.2 The quorum for meetings of the Committee may be fixed from time to time by a decision of the Committee but, unless and until otherwise fixed, it is three Committee members.

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

- (a) to appoint further Committee members, or
- (b) to call a general meeting so as to enable the members to appoint further Committee members.

14. CHAIRING OF COMMITTEE MEETINGS

- 14.1 The Committee may appoint a Committee member to chair their meetings. The person so appointed for the time being is known as the Chairman. The Committee may terminate the appointment of the Chairman at any time.
- 14.2 The Committee may appoint a Committee member to chair their meetings if the Chairman is not participating in the meeting or is unwilling to act. The person so appointed for the time being is known as the Vice-Chairman. The Committee may terminate the appointment of the Vice-Chairman at any time.
- 14.3 If neither the Chairman nor the Vice-Chairman are participating in a meeting of the Committee within ten minutes of the time at which it was to start, the participating Committee members must appoint one of themselves to chair it.

15. CASTING VOTE

- 15.1 If the numbers of votes for and against a proposal at a meeting of the Committee are equal, the Chairman, Vice-Chairman or other Committee member chairing the meeting (as the case may be) has a casting vote. But this does not apply if, in accordance with the Articles, such person is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. PROCEEDINGS OF THE COMMITTEE

- 16.1 Subject to Article 16.2, notwithstanding the fact that a proposed decision of the Committee concerns or relates to any matter in which a Committee member has, or may have, directly or indirectly, any kind of interest whatsoever, that Committee member may participate in the decision-making process for both quorum and voting purposes.
- 16.2 If the Committee proposes to exercise its power under section 175(4)(b) of the Companies Act 2006 to authorise a Committee member's conflict of interest, the Committee member facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 16.3 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the Committee the nature and extent of any direct or indirect interest of his, a Committee member, notwithstanding his office:-
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a Committee member or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

17. RECORDS OF DECISIONS TO BE KEPT

- 17.1 The Committee must ensure that the Company 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 Committee.

18. COMMITTEE'S DISCRETION TO MAKE FURTHER RULES

- 18.1 The Committee may make any rule which it thinks fit about how the Committee takes decisions, and about how such rules are to be recorded or communicated to Committee members.

19. APPOINTMENT AND ROTATION OF COMMITTEE MEMBERS

- 19.1 Until otherwise determined by ordinary resolution of the members of the Company, the minimum number of Committee members is four and the maximum number is twelve.

- 19.2 No person who is not a member of the Company is eligible to be a Committee member.

- 19.3 (a) At every annual general meeting of the Company one-third of the Committee members or, if their number is not a multiple of three, the number nearest to one-third shall retire from office. The Committee members to retire by rotation at a meeting shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Committee members on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

- (b) If the Company, at the meeting at which a Committee member retires by rotation, does not fill the vacancy the retiring Committee member shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for his reappointment is put to the meeting and lost.

- (c) No person other than a Committee member retiring by rotation may be appointed or reappointed as a Committee member at any general meeting unless:-

- (i) he is recommended by the Committee; or

- (ii) at least 14 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 reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.

- (d) Subject as aforesaid, the members may by ordinary resolution appoint any member of the Company who is willing to act to be a Committee member.

- 19.4 The Committee may appoint any member of the Company who is willing to act to be a Committee member either to fill a casual vacancy or as an addition to the Committee provided that the total number of Committee members does not exceed the maximum number for the time being in force in accordance with these Articles. A Committee member so appointed shall hold office only until the next

following annual general meeting and shall not be taken into account in determining the Committee members who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

- 19.5 Subject as aforesaid, a Committee Member who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

20. TERMINATION OF COMMITTEE MEMBER'S APPOINTMENT

- 20.1 A person ceases to be a Committee member as soon as:

- (a) that person ceases to be a Committee member by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) notification is received by the Company from the Committee member that the Committee member is resigning from office, and such resignation has taken effect in accordance with its terms;
- (e) that person is, or may be suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;
- (f) that person ceases to be a member of the Company for any reason;
- (g) that person is requested in writing by not less than two-thirds of the total number of Committee members (excluding that person) to resign; or
- (h) that person has for more than six consecutive months been absent without permission of the Committee from meetings of the Committee held during that period and the Committee makes a decision to vacate that person's office.

21. PRESIDENT

- 21.1 The Committee may from time to time appoint any person to be a President of the Company and from time to time remove such person and appoint another in his place. Any appointment to the office of President would be honorary. The President need not be a member of the Committee and shall not by reason of his holding the office of President be deemed to be a member of the Committee.

22. REMUNERATION OF COMMITTEE MEMBERS

- 22.1 Committee members may undertake any services for the Company that the Committee decides.

22.2 Subject to Article 6.2(a), Committee members may be paid such reasonable remuneration as the Committee decides:

- (a) for their services to the Company as Committee members, and
- (b) for any other service which they undertake for the Company.

22.3 A Committee member's remuneration may:

- (a) take any form, and
- (b) 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 Committee member.

22.4 Unless the Committee decides otherwise, Committee members' remuneration accrues from day to day.

23. COMMITTEE MEMBERS' EXPENSES

23.1 The Company may pay any reasonable expenses which the Committee members properly incur in connection with their attendance at:

- (a) meetings of the Committee or sub-committees of the Committee,
- (b) general meetings, or
- (c) separate meetings of the holders of debentures of the Company,

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

24. SECRETARY

24.1 The Committee may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed may be removed by the Committee.

24.2 The Committee may from time to time appoint an assistant or deputy secretary to the Company and any person so appointed may act in place of the secretary if there is no secretary or no secretary capable of acting. Any assistant or deputy secretary so appointed may be removed by the Committee.

25. APPLICATIONS FOR MEMBERSHIP

25.1 Membership of the Company is open to anyone interested in the sport of indoor bowling on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.

25.2 The Company may have different classes of membership and, subject to Article 26.1, subscription.

25.3 No person shall become a member of the Company unless:

- (a) that person has completed an application for membership in a form approved by the Committee, and
- (b) the Committee has approved the application.

- 25.4 The Committee may refuse an application for membership only for good cause such as conduct or character likely to bring the Company or sport into disrepute. Appeal against refusal may be made to the members [in accordance with the procedures specified in the rules or byelaws of the Company for the time being].

26. ENTRANCE FEES AND SUBSCRIPTIONS

- 26.1 The Committee may from time to time by resolution fix the amount of any entrance fees payable by applicants for membership of the Company and annual subscriptions payable by members of the Company, provided that:
- (a) the amount of such entrance fees and subscriptions shall be determined on a non-discriminatory and fair basis between members of different classes; and
 - (b) the level of entrance fees and subscriptions so fixed must not pose a significant obstacle for persons wishing to participate in the sporting activities managed or organised by the Company.

27. TERMINATION OF MEMBERSHIP

- 27.1 A member may withdraw from membership of the Company by giving notice to the Company in writing; and upon receipt by the Company of such notice, that member's membership is terminated immediately.
- 27.2 Membership is not transferable.
- 27.3 A person's membership terminates when:
- (a) that person dies or ceases to exist;
 - (b) that person is declared bankrupt;
 - (c) that person is, or may be suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;
- 27.4 The Committee may terminate the membership of a member only for good cause such as conduct or character likely to bring the Company or sport into disrepute. Appeal against termination of membership may be made to the members [in accordance with the procedures specified in the rules or byelaws of the Company for the time being].

28. WRITTEN RESOLUTION OF MEMBERS

- 28.1 (a) Subject to Article 28.1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:-

- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a Committee member before the expiration of his period of office; and
- (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.

28.2 Subject to Article 28.3 on a written resolution every member has one vote.

28.3 No member may vote on a written resolution unless all moneys currently due and payable by that member to the Company have been paid.

29. ANNUAL GENERAL MEETING AND OTHER GENERAL MEETINGS

29.1 The Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held on such date and at such time and place, as the Committee may determine.

29.2 The Committee may call general meetings and, on the request of members pursuant to section 303 of the Companies Act 2006, shall forthwith proceed to convene a general meeting in compliance with section 304 of that Act.

30. NOTICE OF GENERAL MEETINGS

30.1 General meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights of the members of the Company.

30.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

30.3 Every notice convening a general meeting of the Company must comply with the provisions of:

- (a) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
- (b) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.

30.4 Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the Committee members and to the auditors (if any) for the time being of the Company.

30.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

31. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

31.1 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.

- 31.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) 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.
- 31.3 The Committee may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 31.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 31.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

32. QUORUM FOR GENERAL MEETINGS

- 32.1 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. If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved.
- 32.2 Four members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any member present is a corporation, by corporate representative, are a quorum.

33. CHAIRING GENERAL MEETINGS

- 33.1 The Chairman shall chair general meetings if participating and willing to do so. If the Chairman is not participating in a general meeting or is unwilling to act, the Vice-Chairman shall chair the general meeting.
- 33.2 If neither the Chairman nor the Vice-Chairman are willing to chair the meeting or are not participating within 15 minutes of the time at which a general meeting was due to start:
- (a) the Committee members present, or
 - (b) (if no Committee members are present), the meeting,
- must appoint a Committee member or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 33.3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting".

34. ATTENDANCE AND SPEAKING BY NON-MEMBERS

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

35. ADJOURNMENT

- 35.1 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.
- 35.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment, or
 - (b) 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.
- 35.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 35.4 When adjourning a general meeting, the chairman of the meeting must—
- (a) 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 Committee, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 35.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- 35.6 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.

36. VOTING AT GENERAL MEETINGS

- 36.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 36.2 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.
- 36.3 Subject to Article 36.4, on a vote on a resolution at a general meeting on a show of hands or on a poll, every member present in person, by proxy or (being a corporation) by corporate representative has one vote.
- 36.4 No member may vote on a resolution in general meeting unless all moneys currently due and payable by that member to the Company have been paid.

37. ERRORS AND DISPUTES

- 37.1 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 is to tendered, and every vote not disallowed at the meeting is valid.

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

38. POLL VOTES

- 38.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) 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.

- 38.2 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the Committee members;
- (c) two or more persons having the right to vote on the resolution; or
- (d) 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.

- 38.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal.

39. CONTENT OF PROXY NOTICES

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

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Committee members may determine; and
- (d) is, together with any authentication of it demanded by the Committee members, received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote;

and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

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

- 39.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

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

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

40. DELIVERY OF PROXY NOTICES

- 40.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 40.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 40.3 A 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.
- 40.4 If 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.

41. AMENDMENTS TO RESOLUTIONS

- 41.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the Company 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
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 41.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 41.3 If 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.

42. MEANS OF COMMUNICATION TO BE USED

- 42.1 (a) Anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- (b) Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.

- 42.2 (a) Any notice or document to be sent or supplied to a Committee member in connection with the taking of decisions by the Committee may also be sent or supplied by the means by which that Committee member has asked to be sent or supplied with such notices or documents for the time being.
- (b) A Committee member may agree with the Company that notices or documents sent to that Committee member 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.
- 42.3 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
- 42.4 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (d) For the purposes of this Article 42.4, no account shall be taken of any part of a day that is not a working day.

43. COMPANY SEALS

- 43.1 Any common seal may only be used by the authority of the Committee or a sub-committee of the Committee.
- 43.2 The Committee may decide by what means and in what form any common seal is to be used.
- 43.3 Unless otherwise decided by the Committee, if the Company has a common seal and it is affixed to a document, the document must also be signed by:
- (a) one authorised person in the presence of a witness who attests the signature; or
- (b) two authorised persons.
- 43.4 For the purposes of this Article, an authorised person is:
- (a) any Committee member;
- (b) the secretary (if any); or

- (c) any person authorised by the Committee for the purpose of signing documents to which the common seal is applied.

44. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

45. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

- 45.1 The Committee may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Committee member or former Committee member or shadow Committee member) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

46. INDEMNITY OF COMMITTEE MEMBERS

- 46.1 Subject to Article 46.2, a relevant Committee member of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Committee member in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that Committee member 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 Companies Act 2006),
- (c) any other liability incurred by that Committee member as an officer of the Company or an associated company.

- 46.2 This 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.

- 46.3 In this Article 46:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant Committee member" means any Committee member or former Committee member of the Company or an associated company.

47. INSURANCE

- 47.1 The Committee may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Committee member in respect of any relevant loss.

- 47.2 In this Article 47:

- (a) a "relevant Committee member" means any Committee member or former Committee member of the Company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Committee member in connection with that Committee member'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

- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

48. RULES

48.1 The Committee may make such rules as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership. In particular, and without prejudice to the generality of the foregoing, the Committee may make rules regulating:-

- (a) the admission and classification of members of the Company, and the rights and privileges of such members, the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- (b) the conduct of members of the Company in relation to one another, and to the Company's officers and employees;
- (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Committee members and committees of the Company (in so far as such procedure is not governed by these Articles); and
- (e) any and all other matters as are commonly the subject matter of company rules.

48.2 The Committee must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article.

48.3 Any rules made by the Committee under this Article will be valid and binding as against all members of the Company for so long as such rules are in force.

48.4 The Company in general meeting may alter or repeal any rules made by the Committee in accordance with this Article.

48.5 Nothing in this Article permits the Committee to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or in any agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies or which would cause the Company to cease to be eligible to be a Community Amateur Sports Club.