

Company number 09164144

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

5IVES COMMUNITY SPORTS CLUB (the Company)

Passed:- 3rd Feb 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolution was passed by a special written resolution of the sole member of the Company.-

**SPECIAL RESOLUTION**

THAT the regulations set out in the form attached hereto be approved and adopted as the articles of association of the Company to the exclusion of and in substitution for the existing articles of association

**CERTIFIED A TRUE EXTRACT FROM THE MINUTES OF THE COMPANY**

  
Director  
Ross Logan

TUESDAY



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14/02/2017

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COMPANIES HOUSE

THE COMPANIES ACT 2006  
COMPANY LIMITED BY  
GUARANTEE AND NOT HAVING A  
SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

5IVES COMMUNITY SPORTS CLUB

Adopted pursuant to special resolution  
passed on 3<sup>RD</sup> FEBRUARY  
2017

2017  
PG4/AEB/FCS305 X001

**MORTON FRASER**   
**LAWYERS**

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION  
OF  
SIVES COMMUNITY SPORTS CLUB (the Company)

**1 Interpretation**

1 1 In these articles -

**Act** means the Companies Act 2006

**director** means a director of the Company from time to time

**Member** means a member of the Company from time to time

**property** means any property, heritable or moveable, real or personal, wherever situated

1 2 Any reference in these articles to a provision of the Act shall be taken to include any statutory modification or re-enactment of that provision which is in force at the time

1 3 References in these articles to the singular shall be deemed to include the plural and vice versa

1 4 A reference in these articles to an **article** is a reference to the relevant article of these articles unless expressly provided otherwise

1 5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

1 6 The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of this Company

**2 Limited liability**

2 1 The liability of the Members is limited

2 2 Every Member undertakes to contribute such amount as may be required (not exceeding £1 00) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves

**3 Objects**

The Company's objects are, for the benefit of the public in the community of Barnsley, West Yorkshire -

3 1 the promotion of community participation in healthy recreation by providing facilities for the playing of sports capable of improving health, including, but not limited to, football and hockey, and

3 2 the advancement of amateur sport for the public benefit

## **4 Powers**

For the purpose of the Company's objects (but not otherwise) the Company has the following powers -

### **4 1 Ownership and preservation of, and access to, the Company's property**

- 4 1 1 To acquire and take over the whole or any part of the undertaking and liabilities of any organisation or person entitled to any property or rights suitable for any of the objects of the Company
- 4 1 2 To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the objects of the Company
- 4 1 3 To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company
- 4 1 4 To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Company, provided such act is advantageous for the purposes of the objects of the Company

### **4 2 Printed and other media**

- 4 2 1 To promote and encourage the objects of the Company by means of the circulation of all forms of printed matter and electronic, digital and other media, and publish, print and sell books, papers, circulars, periodicals, disks, CD ROMs, DVDs, audio and video cassettes or any other appropriate media, and establish, maintain and operate internet web-sites and other platforms for the circulation of electronic, digital and other material and, by means of the organisation of tours, visits, excursions and the like, to encourage the collection and dissemination of knowledge useful for, or conducive to, the objects of the Company
- 4 2 2 To promote lectures and meetings, and by those means and by wireless, sound and video recording and projecting instruments, computers, the internet and all other forms of electronic, digital and other communication, photographs, exhibitions, libraries and collections of relics, designs, drawings, models, and objects which are of artistic, architectural, scientific, aesthetic or historic interest, to disseminate knowledge useful for, and conducive to, the objects of the Company

### **4 3 Financial matters**

- 4 3 1 To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person
- 4 3 2 To borrow money and give security for the payment of money by, or the performance of other obligations of, the Company or any other person
- 4 3 3 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques and other negotiable or transferable instruments.
- 4 3 4 To invest funds not immediately required for the purposes of the Company's activities in such investments and securities (including land in any part of the world) and that in such manner as may from time to time be considered advantageous (subject to compliance with any

applicable legal requirement) and to dispose of and vary such investments and securities

4 3 5 To delegate the management of the Company's investments and securities to a financial expert or firm of financial experts or other suitably qualified person or body

4 3 6 To arrange for the Company's investments, securities or other property to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom under the control of the Members or of an investment manager acting under their instructions and to pay any reasonable fee required

4 4 Co-operation with others

4 4 1 To oppose or object, either alone or with others, to any application or proceedings which may prejudice the Company's interests

4 4 2 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any right, privilege or concession

4 4 3 To enter into any arrangement for co-operation or mutual assistance with any body, whether incorporated or unincorporated

4 4 4 To establish, support and/or merge or amalgamate with any association or other unincorporated body having objects altogether or in part similar to those of the Company and to promote any Company or other incorporated body formed for the purpose of carrying on any activity which the Company is authorised to carry on

4 5 Staff

4 5 1 To employ staff (which may include directors and Members) and obtain professional assistance of all kinds

4 5 2 To remunerate any individual in the employment of, or any person, firm, company or other organisation which has provided services to, the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Company and the spouse, widow/er, relatives and dependents of any such individual, to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person

4 6 Fund raising

4 6 1 To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company

4 6 2 To take such steps (by way of personal or written appeals, public meetings, fund raising events or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans donations or otherwise

**4 7      General**

- 4 7 1      To manufacture, buy, sell, rent, let on hire and deal in all articles and commodities, of whatsoever nature, as may be deemed suitable or desirable for promoting the objects of the Company
- 4 7 2      To carry on the business of sale or supply of goods and services (including property letting, venue hire and event organisation) which can be sold or supplied for the purposes of, or otherwise in connection with, the Company's objects
- 4 7 3      To purchase and maintain insurances against all or any losses, damages, risks and liabilities which may affect the Company or its activities in any way
- 4 7 4      To carry out any of the powers of the Company in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others
- 4 7 5      To do anything which may be incidental or conducive to the attainment of any of the objects of the Company
- 4 7 6      To pay out of the funds of the Company all expenses which the Company may lawfully pay for, or incidental to, the restructuring and registration of, or the raising of money for, the Company

**5      Application of income and property**

- 5 1      The income and property of the Company shall be applied solely towards promoting the Company's objects
- 5 2      No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the Members, whether by way of dividend, bonus or otherwise. Nothing in these articles shall prevent any payment in good faith by the Company of -
  - 5 2 1      reasonable and proper remuneration to any Member, officer (including director) or servant of the Company for any services rendered to the Company,
  - 5 2 2      any interest on money lent by any Member or any director at a reasonable and proper rate,
  - 5 2 3      reasonable and proper rent for premises demised or let by any Member or director, or
  - 5 2 4      reasonable out-of-pocket expenses properly incurred by any director

**6      Membership**

- 6 1      Subject to article 6 2, the Members shall be such persons (if any) as shall be appointed by the directors as additional or new Members to act along with the existing Members
- 6 2      No Member shall be appointed by the directors in accordance with article 6 1 without the prior written consent of a majority of the existing Members

## **7 Transfer of membership**

- 7 1 A Member may transfer his membership to another person by signing an instrument of transfer in any usual form or in any form approved by the directors and depositing such document at the registered office of the Company
- 7 2 Following deposit of the instrument of transfer at the registered office, the Company shall, as soon as reasonably practicable, register the transferee in the Register of Members of the Company and notify the transferee of the date he becomes a Member
- 7 3 No fee shall be charged for registering the transferee in the Register of Members
- 7 4 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the membership shall automatically pass to the personal representatives, trustee in bankruptcy, supervisor, receiver, administrator or administrative receiver (as appropriate) who may transfer such membership rights in accordance with the procedure set out in article 7 1

## **8 Termination/Withdrawal from membership**

A Member shall cease to be a Member in any of the following circumstances -

- 8 1 if, by notice in writing lodged at the registered office of the Company, the Member resigns from membership, or
- 8 2 if that Member's appointment is terminated by notice in writing served on the Member by a majority of the existing Members

## **9 General meetings**

- 9 1 The Company may, if the directors consider it appropriate, hold a general meeting as its annual general meeting (AGM) in each period of 12 months
- 9 2 All meetings other than the AGM are to be called general meetings
- 9 3 Subject to the requirements under the Act, the directors may convene general meetings whenever they think fit

## **10 Notice of general meetings**

- 10 1 At least 14 clear days' notice must be given of all general meetings
- 10 2 The reference to **clear days** in article 10 1 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting, should be excluded
- 10 3 A notice calling a meeting shall specify -
  - 10 3 1 the time and place of the meeting,
  - 10 3 2 the general nature of any business to be dealt with at the meeting, and
  - 10 3 3 if a special resolution (or a resolution requiring special notice under the Act) is to be proposed and the exact terms of the resolution
- 10 4 A notice convening an AGM shall specify that the meeting is to be an AGM

- 10 5 Notice of every general meeting shall be given to all the Members and (if there are auditors in office at the time) to the auditors

**11 Proceedings at general meetings**

- 11 1 No business shall be transacted at any meeting unless a quorum is present. Where the Company has a sole Member, the quorum shall be one. Where the Company has two or more Members, the quorum shall be 50% of the Members.
- 11 2 If the quorum required under article 11 1 is not present within 30 minutes after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
- 11 3 The chairperson of the directors shall (if present and willing to act as chairperson) preside as chairperson of the meeting. If the chairperson is not present and willing to act as chairperson within 30 minutes of the time appointed for holding the meeting, the directors present shall elect one of their number to act as chairperson or, if there is only one director present and willing to act, he shall be chairperson.
- 11 4 The chairperson may, with the consent of the meeting at which a quorum is present (and must, if the meeting requests him to do so), adjourn the meeting but not for a period in excess of 30 days. No notice need be given of an adjourned meeting.
- 11 5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before the show of hands, or immediately after the result of the show of hands is declared, a secret ballot is demanded by the chairperson, or by at least two Members present in person at the meeting.
- 11 6 If a secret ballot is demanded in accordance with the preceding article it shall be taken at once, and shall be conducted in such manner as the chairperson may direct. The result of the ballot shall be declared at the meeting at which the ballot was demanded.

**12 Votes of Members**

Every Member shall have one vote which (whether on a show of hands or on a secret ballot) must be given personally.

**13 Number of directors**

There shall be no minimum or maximum number of directors.

**14 Appointment of directors**

The directors shall consist of persons who are willing to act as directors of the Company and shall be appointed by ordinary resolution of the Members.

**15 Disqualification and removal of directors**

A director shall vacate office if -

- 15 1 he ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director,
- 15 2 he is subject to a bankruptcy petition,



- 15 3 he becomes incapable for medical reasons of fulfilling the duties of his office and such incapacity is, in the opinion of his treating medical practitioner, expected to continue for a period of more than three months,
- 15 4 he resigns office by notice to the Company,
- 15 5 he is absent for a period of more than six months (without permission of the other directors) from meetings of directors held during that period and the directors resolve to remove him from office,
- 15 6 he is removed from office by ordinary resolution of the Members (special notice having been given) in accordance with section 168 of the Act, or
- 15 7 he ceases to be a Member

#### 16 Director's interests

- 16 1 A director who has a personal interest in any transaction or other arrangement which the Company is proposing to enter into, must declare that interest at a meeting of the directors and he will be debarred from voting on the question of whether or not the Company should enter into that arrangement
- 16 2 For the purposes of article 16 1, a director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his or any firm of which he is a partner or any limited company of which he is a substantial shareholder or director, has a personal interest in that arrangement
- 16 3 Provided
  - 16 3 1 he has declared his interest, and
  - 16 3 2 he has not voted on the question of whether or not the Company should enter into the relevant arrangement

a director will not be debarred from entering into an arrangement with the Company in which he has a personal interest (or is deemed to have a personal interest under article 16 2) and may retain any personal benefit which he gains from his participation in that arrangement

#### 17 Conduct of directors

Each director shall, in exercising his functions as a director of the Company, act in the interests of the Company and, in particular, must -

- 17 1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects,
- 17 2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person, and
- 17 3 in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party -
  - 17 3 1 put the interests of the Company before that of the other party, in taking decisions as a director; and
  - 17 3 2 (where any other duty prevents him from doing so, disclose the conflicting interest to the Company and refrain from participating in any

## 22 Minutes

The directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of the directors, and meetings of committees of directors. A minute of a meeting of directors or of a committee of directors shall include the names of the directors present and the minutes of each meeting shall be signed by the chairperson of that meeting.

## 23 Notices

23 1 Any notice to be given in pursuance of these articles shall be in writing. The Company may give any such notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his registered address or by leaving it at that address.

23 2 Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting. For the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

## 24 Winding up

24 1 If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall be transferred to some other body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Company and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does article 5.

24 2 Any body to which property is transferred under article 24 1 shall (subject always to the terms of any agreement between the Company and any other body or bodies of the type referred to in article 24 1 in terms of which the Company has agreed to transfer any property or asset to that body or those bodies) be determined by the Members at or before the time of dissolution or, failing such determination, by such court as may have or may acquire jurisdiction.

24 3 For the avoidance of doubt, a body to which property is transferred under this article 24 may be a Member.

## 25 Indemnity and insurance

25 1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any loss or liability which he may sustain or incur in connection with the execution of the duties of his office including, without prejudice to that generality, any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

25 2 The directors shall have the power to purchase and maintain insurance for the benefit of any persons who are or were at any time a director, the auditor, the secretary or any other officer of the Company or a director of any pension fund for the benefit of any employees of the Company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company.