



THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
OLD LOUGHTONIANS HOCKEY CLUB LIMITED

Company number: 10539301

(as adopted by special resolution on 26 September 2021)

1. Definitions and interpretation

1.1 In these articles:

"Act" means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;

"Affiliate" Members means players who are members of another hockey club but permitted (under the rules of the appropriate competition(s) to play for the Club as an affiliate or associate member;

"Club" means Old Loughtonians Hockey Club Limited;

"Company Secretary" means the company secretary of the Club or such other person elected by the Members;

"Eligible Members" means the Members eligible to attend and vote at general Meetings and which shall be the Senior Members and any Colt Members aged 16 or over on the Relevant Day;

"General Meeting" means an AGM or an EGM;

"Directors" means the directors of the Club;

"Junior Members" means Colt or Mini Members as defined in article 24.1;

"Management Committee" means the management committee of the Club as described in article 10;

"Members" means the members of the Club as defined in article 24.1;

"Officers" means the Company Secretary and the Directors;

"Relevant Day" means the date on which;

- (a) notice of a General meeting is first given to Members in accordance with these articles; or
- (b) the date on which members are first invited to approve a written resolution of the Members;

"Senior Members" means Members other than Junior Members;

"Services" means Old Loughtonians Services Limited (company number 13094340); and

"Vice-Presidents" means the individuals invited to become honorary officers of the Club and designated as vice-presidents.

- 1.2 Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification not in force when these articles became binding on the Club.
- 1.3 In these articles any words importing the singular shall include the plural and vice-versa, and any words importing the masculine shall include the feminine and vice-versa.

2. Objects

The purpose of the Club is:

- (a) to provide facilities for games of hockey;
- (b) to promote interest in hockey in Essex, East London and the surrounding districts and to provide hockey coaching;
- (c) to aid the development of players, coaches, managers and umpires so that, where appropriate, they achieve regional, national and international recognition; and
- (d) to provide these facilities in a way that is fair to each of its Members.

3. Affiliation

- 3.1 The Club shall be affiliated to England Hockey, the appropriate National Governing Body, and the relevant Area Associations including but not limited to the East Region Hockey Association and Essex Hockey.
- 3.2 As an affiliated Hockey Member, the Club is and shall remain committed to ensuring that all people who play hockey have a safe and positive experience. The Club has adopted and will continue to adopt the best practice guidance issued by England Hockey (or its successor) and is committed to complying with the best practices as advised and issued from time to time by England Hockey or any relevant other body or successive body.
- 3.3 In particular, the Club has adopted and will continue to adopt best practices in connection with the interests of its Junior Members.

4. Directors

- 4.1 The business of the Club shall be managed by the Directors who will be advised by the Management Committee formed of elected officers of the Club as more described in article 10.
- 4.2 There shall be a minimum of three Directors and a Company Secretary.
- 4.3 At all times no fewer than one Director shall be from the Men's section and one from

the Ladies' section of the Club.

5. Methods of Appointing Directors

- 5.1 Any person who is willing to act as a Director and as a member of the Management Committee, and is permitted by law to do so, may be appointed to be a Director:
- (a) by ordinary resolution; or
 - (b) by a decision of the Directors.
- 5.2 In any case where, as a result of death, the Club has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director.
- 5.3 For the purposes of article 5.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

6. Termination of Director's Appointment

- 6.1 A person ceases to be a Director as soon as:
- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
 - (b) that person ceases to be a member of the Management Committee;
 - (c) a bankruptcy order is made against that person;
 - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (e) 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;
 - (f) 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; or
 - (g) 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.
- 6.2 Any Director not prepared to stand for re-election at the next AGM must give the Club one calendar month's notice in writing prior to the date of the AGM and details of which Directors are standing for the election shall be included in each annual notice of AGM.

7. Directors' General Authority

Subject to these articles and the Act, the Directors are responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club.

8. Members' Reserve Power

- 8.1 The Senior Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 8.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

9. Directors may Delegate

- 9.1 Subject to these articles, the Directors may delegate any of the powers which are conferred on them under these articles:
- (a) to such person or 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.
- 9.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 9.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

CLUB MANAGEMENT

10. The Management Committee

- 10.1 The Directors shall arrange for the conduct of routine business of the Club to be delegated to a management committee (the "**Management Committee**"). The daily management of the Club shall be vested in that Management Committee.
- 10.2 The Management Committee shall (unless otherwise agreed by the Directors) consist of:
- (a) the President of the Club;
 - (b) the Chairman of the Club;
 - (c) the Company Secretary;
 - (d) the Finance Officer of the Club;
 - (e) the Ladies' Club Captain;
 - (f) the Membership Secretary;
 - (g) the Men's Club Captain;
 - (h) the Playing and Performance Officer of the Club;

- (i) the Property Management Officer;
- (j) the Welfare and Safeguarding Officer of the Club; and
- (k) such other Member(s) as the Directors agree from time to time in writing (a "**Co-opted Member**"),

provided always that the number of members of the Management Committee shall not (other than as agreed by the Senior Members) exceed 12.

- 10.3 No person shall be eligible to become a Director or a member of the Management Committee or any sub-committee unless that person is a fully-paid up Member of the Club and has signed and returned the Club's role acceptance form and agreed to comply with the Club's policies and safeguarding arrangements..

11. Role of the Management Committee

- 11.1 The Management Committee shall have powers delegated to it by the Directors to conduct the business of the Club (Services and any other subsidiary) on their behalf, including but not limited to:

- (a) maintaining a website on which information is displayed and kept updated about the Club and its activities, team selection, travel arrangements, results, events, news, notice of meetings and any other items of interest;
- (b) organising awards, prizes, trophies, ceremonies, events, presentations, publicity or other form of recognition for particular Members, teams, umpires or supporters who have made a significant contribution or achieved particular success related to the activities of the Club or hockey in general, provided that no such award shall be in the form of monetary consideration;
- (c) considering applications for Membership;
- (d) inviting persons to become the President, a Vice-President or a Life Member of the Club;
- (e) disciplining, suspending or expelling Members;
- (f) resolving disputes between Members within the Club and resolving disputes between Members of the Club and members, players and/or supporters from other teams;
- (g) setting and collecting in annual subscriptions;
- (h) setting and collecting in match fees (if any);
- (i) team selection;
- (j) forming sub-committees under authority delegated from the Directors; and
- (k) carrying out such other management roles as vested in it from time to time by the Directors.

- 11.2 Unless otherwise agreed by the Directors from time to time, the Management Committee shall have delegated to it by the Directors the power (acting in good faith and in the best interests of the Club) to:

- (a) enter into any agreement (whether financial or otherwise) with any legal person (whether individual, company or other organisation) considered by the Management Committee to be in the best interests of the Club;
- (b) reimburse any Member, Officer, Management Committee member, paid official, employee, servant or other person who has incurred expenses in the performance of any duty or act on behalf of the Club, including making contributions to any pension fund or for any tax purposes;
- (c) set up, promote or join in the promotion of any charity or body with charitable or similar objectives and to appoint any trustees, agents or others in relation to any such charitable or similar purposes for the Club;
- (d) set up any subsidiary to act on behalf of the Club or to carry on any activities on behalf of the Club;
- (e) borrow and raise money and secure or discharge any debt or obligation of, or binding on the Club in such manner as may be thought fit in particular by mortgages or other charges upon all or any part of the undertaking, property and assets (present and future) of the Club or by the creation and issue of debentures, debenture stock or other securities of any description;
- (f) advance, lend or deposit money or give credit to or with any legal person on such terms as may be thought fit and with or without security;
- (g) guarantee or give indemnities, or provide security, whether by personal covenant or by mortgage or other charge upon all or any part of the undertaking, property and assets (present and future) of the Club or by all or any such methods for the performance of any contracts or obligations of the Club;
- (h) amalgamate or enter into partnership or any joint venture or other profit sharing arrangement or other association with any other legal body;
- (i) subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any person which may be considered likely, directly or indirectly to further the interests of the Club and/or its Members;
- (j) purchase and maintain insurance for the benefit of the Club and its Officers, Management Committee members and Members (where appropriate) and/or caches and/or other employees (where necessary);
- (k) carry on any other activity or any nature which is capable of being conveniently and/or advantageously carried on by the Club in connection with and in accordance with the purposes of the Club or as agreed by the Eligible Members from time to time by special resolution; and
- (l) do all such other things as maybe considered to be incidental or conducive to any of the objects as set out in these articles, including those of a general commercial company.

11.3 In addition to the Management Committee, the Club shall appoint other unelected officers of the Club and of Services to act on behalf of the Members on such terms as agreed by the Directors. The unelected officers (appointed by the Directors) shall (unless otherwise agreed by the Directors) be:

- (a) the Communications Officer;
- (b) the Data Protection Officer;

- (c) the Discipline Officer;
- (d) the EDIB Officer;
- (e) the Fixtures Secretary (Men);
- (f) the Fixtures Secretary (Ladies);
- (g) the Health and Safety Officer;
- (h) the Team Secretary (Men);
- (i) the Team Secretary (Ladies);
- (j) the Social Secretary(ies);
- (k) the Sponsorship Officer;
- (l) the Umpires Secretary; and
- (m) such other officers appointed from time to time by the Management Committee.

11.4 Managers and coaches of teams, captains of teams and captains or managers of specific sections of the Club (for example the Ladies section, Men's section, Mini section or Masters section) shall be appointed with the agreement of the Management Committee or, in the case of competition, by the vote of the Eligible Members at each AGM.

12. Sub-Committees

- 12.1 A sub-committee shall consist of no fewer than three Members of the Club (unless otherwise agreed by the Board).
- 12.2 A sub-committee may co-opt additional Members to assist in carrying out any of the duties delegated to it.
- 12.3 The role of each sub-committee shall be set out in terms of reference and the committee shall operate in accordance with such role.
- 12.4 The provisions of these articles shall apply to meetings and resolutions of the sub-committee in the same way as they do to meetings and resolutions of the Management Committee save to the extent otherwise set out in the terms of reference. The Directors may make rules of procedure for all or any sub-committee, which prevail over rules derived from these articles.
- 12.5 All members of the Board and the Management Committee may attend meetings of a sub-committee but shall not count towards the quorum.
- 12.6 The chairman of each sub-committee shall be a member of the Board and/or the Management Committee unless agreed in writing by the Board.
- 12.7 Each sub-committee shall report to the Management Committee. The Club Chairman shall be the principal point of contact for the sub-committee for reporting purposes.
- 12.8 The proceedings of the Committee shall be minuted and the minutes provided to the Company Secretary.

13. Proceedings of the Management Committee

- 13.1 The Management Committee shall select one of its members to act as chairman and unless otherwise agreed by the Directors, the chairman of the Management Committee shall be the "**Chairman**" of the Club.
- 13.2 If the Chairman is not present within ten minutes of the scheduled start of a Management Committee meeting, then the Company Secretary shall act as chairman of the meeting. If the Company Secretary is not present either then the officers present may select another member of the Management Committee to act as the chairman for that meeting.
- 13.3 The Management Committee shall meet monthly or at such other times as the Management Committee may decide provided that the interval between meetings does not exceed three months.
- 13.4 The quorum for a meeting of the Management Committee shall be three people.
- 13.5 All decisions of the Management Committee shall be taken by majority vote of those present at the meeting in person. The chairman shall not have a casting vote.
- 13.6 At each AGM all of the members of the Management Committee shall retire. Retiring members of the Management Committee shall be eligible for re-election.
- 13.7 If a casual vacancy occurs by death or resignation of a Management Committee member the vacancy may be filled by majority decision of the rest of the Management Committee, provided that the person(s) so appointed shall retire at the next AGM.

GENERAL MEETINGS

14. General Meetings

- 14.1 An annual general meeting ("**AGM**") shall be held each year at such time and place as determined by the Management Committee at approximately 12 month intervals, but no more than 15 months from the previous AGM.
- 14.2 All Members shall be entitled to attend and speak at any General Meeting but only Eligible Members shall be entitled to vote.
- 14.3 At an AGM the following business shall be conducted:
 - (a) the receipt and confirmation of the minutes of the previous AGM;
 - (b) the presentation of Chairman's report;
 - (c) the presentation of the Club's financial accounts for the year;
 - (d) the presentation of the Club's projected financial situation for the following year;
 - (e) the presentation of the Membership Secretary's report and the approval of the membership fees for the following season;
 - (f) the announcement of the appointment of section and team captains, managers and coaches nominated by Members of each team squad and approved by the Management Committee and, in the event of more than one

person being nominated, the election by the Eligible Members of such captains, managers and coaches for the following season;

- (g) the election and/or re-election of Officers and Management Committee members;
- (h) the appointment of an auditor (if required under the Act) or such other person qualified to carry out any formal inspection of the annual accounts;
- (i) such other agenda items as requested by any of the Members no fewer than 14 days before the date of the AGM and agreed by the Management Committee; and
- (j) any other business of which not fewer than seven days' previous notice in writing has been given to the Eligible Members by the Company Secretary in writing (whether by electronic or other written means).

14.4 An extraordinary general meeting ("**EGM**") may be called upon written notice (to the Company Secretary which states the business to be discussed) by:

- (a) 10% of the fully paid up Eligible Members;
- (b) the Directors acting unanimously; or
- (c) a majority of the Management Committee.

14.5 Notice of:

- (a) an AGM shall be of a minimum of 21 days; and
- (b) an EGM a minimum of 14 days

and such notice shall be sent in writing by e-mail or by post to all Members and/or be posted on the Club's website.

15. Attendance and Speaking at General Meetings

15.1 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 General Meeting.

15.2 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.

15.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.

15.4 If any two or more Members (or their proxies) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be

deemed to take place where the largest number of Eligible Members is assembled or, if no such group can be identified, at the location of the chairman of the Meeting.

- 15.5 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 provided that all members attending are able to communicate together irrespective of their location whether by video link, conference call or other medium which brings all Members together.

16. Quorum for General Meetings

- 16.1 The quorum for a General Meeting shall be eight fully paid up Eligible Members.
- 16.2 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.

17. Chairing General Meetings

- 17.1 The Chairman of the Club shall chair General Meetings if present and willing to do so.
- 17.2 If the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Directors present; or
 - (b) (if no Directors are present), the General Meeting,
- shall appoint a Director or Member to chair the General Meeting, and the appointment of the chairman of the General Meeting must be the first business of the meeting.
- 17.3 The person chairing a General Meeting in accordance with this article is referred to as the **"chairman of the Meeting"**.

18. Voting and Record Keeping: General Provisions

- 18.1 Each fully paid up Eligible Member present at the meeting shall have one vote.
- 18.2 A resolution put to the vote of a General Meeting must be decided on a show of hands of those Eligible Members present unless a poll is duly demanded in accordance with these articles.
- 18.3 All resolutions shall be decided by simple majority (of the Eligible Members present or on a poll) except for a resolution:
- (a) to remove a Director;
 - (b) to elect a Life Member; or
 - (c) to wind up the Club,

which shall be by special resolution requiring a 75%, two thirds and 90% majority respectively; and

(d) any resolutions which require a higher majority in accordance with the Act.

18.4 If there is a tied vote, then the chairman of the Meeting shall exercise a casting vote.

18.5 The Company Secretary shall keep the minutes of the General Meeting and record all proceedings and resolutions which shall be entered in books provided for the purpose. A Director shall check and sign the entries which shall then be deemed as sufficient evidence of the proceedings and resolutions, and that the meeting was properly conducted in accordance with these articles and law, unless the contrary is proved.

19. Errors and Disputes

19.1 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.

19.2 Any such objection must be referred to the chairman of the meeting whose decision (after reference to the Membership Secretary) shall be final.

20. Poll Votes

20.1 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.

20.2 A poll may be demanded by:

- (a) the chairman of the Meeting;
- (b) the Directors;
- (c) two or more Senior Members or four or more Eligible Members 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 Eligible Members having the right to vote on the resolution.

20.3 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.

20.4 Polls must be taken immediately and in such manner as the chairman of the Meeting directs.

21. Content of Proxy Notices

- 21.1 Proxies may only validly be appointed by a notice in writing (a **"Proxy Notice"**) which:
- (a) states the name and address of the Eligible 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 Directors may determine; and
 - (d) is delivered to the Club in accordance with these articles and any instructions contained in the notice of the General Meeting to which they relate.
- 21.2 The Club may from time to time require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 21.3 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.
- 21.4 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.

22. Delivery of Proxy Notices

- 22.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Club by or on behalf of that person.
- 22.2 An appointment under a Proxy Notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 22.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned General Meeting to which it relates.
- 22.4 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.

MEMBERSHIP

23. Membership

- 23.1 All Members are subject to these articles, any separate rules of the Club in particular those included in the Club's terms of membership, and the rules and regulations of England Hockey and the relevant Area Associations including but not limited to the East Region Hockey Association and Essex Hockey.

- 23.2 All Members shall at all times comply with all relevant rules of any league in which they play, any other competition in which they play and the rules of hockey from time to time.
- 23.3 Membership is open to all individuals provided they comply with all of the Club's rules and regulations from time to time including the provisions of these articles.
- 23.4 No person shall be refused Membership, suspended or expelled from Membership on the grounds of gender, race, nationality, ethnicity, religious or other beliefs, sexual orientation, playing ability, age, impairment, physical or mental infirmity.
- 23.5 Each Eligible Member who has complied with the provisions of article 25 (Membership) shall be entitled to attend and vote at General Meetings.
- 23.6 Only Members who have complied with article 25 may be elected to serve as Directors or on the Management Committee or sub-committees of the Club or in any other role.

24. Classes of Membership

24.1 There shall be the following classes of Membership:

- (a) **"Life Member"**, as described in article 26;
- (b) **"Adult Member"**, being any person over 25 years of age as at 1 September during the current playing season;
- (c) **"University Member"**, being a person over the age of 18 as at 1 September during the current playing season who is undergoing a full-time course of education;
- (d) **"Youth Member"**, being any person under the age of 25 and over the age of 17 as at 1 September during the current playing season;
- (e) **"Colt"**, being any person between the ages of 12 and 17 as at 1 September during the current playing season;
- (f) **"Mini"**, being any person under the age of 12 as at 1 September during the current playing season;
- (g) **"Master"**, being an adult person over the age of 40 as at 1 September during the current season and who is eligible to play Masters hockey as defined by England Hockey (or other successor governing body) from time to time;
- (h) **"Country Member"**, being a person who no longer lives close enough to the Club to play on a regular basis but wishes to play up to six times a season when able to do so; and
- (i) **"Social Member"**, being any person who enjoys social hockey but does not intend to play in any (although possibly up to three) competitive hockey matches for the Club during the current season;
- (j) **"Back to Hockey Member"** being any person who joins the free Back to Hockey group but does not represent the Club in matches; and
- (k) such other classes (including classes of Affiliate Member) as agreed by the Eligible Members from time to time.

- 24.2 The Membership Secretary shall be entitled to make minor changes to the classes of membership (or the fees payable by a Member) in his discretion in the interests of the Club and the Members where thought necessary and in particular in order to address hardship or other exceptional circumstances.
- 24.3 The Membership Secretary shall also be entitled to introduce provisional classes of membership during a season (for subsequent approval at an AGM) if required in order to address specific circumstances.
- 24.4 Any material changes to the classes of membership must be approved by a resolution of the Eligible Members.

25. Becoming a Member

- 25.1 A person shall become a Member of the Club as follows:

- (a) by being invited by the Membership Secretary to become a Member; or
- (b) by applying in writing to the Membership Secretary, giving details of the full name, age, current address and e-mail address and if available a fixed and/or mobile phone number

and (in either instance) by:

- (i) agreeing to comply with the Club's terms of membership;
- (ii) registering as a Member by completing such membership form (whether on the Club website or otherwise) as prescribed from time to time; and
- (iii) paying the appropriate annual subscription (if any).

- 25.2 No person shall be entitled to play for the Club, coach players at the Club, manage a Club team or act as an officer of the Club, unless and until that individual has registered as a Member and agreed to comply with the Club's terms of membership.
- 25.3 Any Member who has not paid his or her annual subscription by such date as notified annually by the Membership Secretary shall not be eligible for selection and shall not be permitted to play for the Club unless and until that annual subscription has been paid or is subject to a standing order or arrangement as agreed by the Membership Secretary from time to time.
- 25.4 Notwithstanding the provisions of this article 25, team captains may (with the prior consent of the Membership Secretary) invite individuals to play for the Club as prospective members, provided that such prospective members have registered as Members and agreed to comply with the Club's terms of membership. If any such prospective Member has played three times for the Club, then such individual must join the Club as a Member before playing again.
- 25.5 It shall be the responsibility of the relevant team captain to inform the Membership Secretary of any person who has played 3 or more times for the Club during the current season and require that person to be invited to become a Member.

26. Life Members

- 26.1 On the recommendation of the Management Committee any person being a Member (or former member of the Club) may, at any General Meeting, be elected a Life Member

without any special payment for such Life Membership.

26.2 A two-thirds majority of those Eligible Members present at the General Meeting is necessary for the election of a Life Member.

26.3 Every Life Member shall be entitled to all the privileges and subject to all of the duties of a Member of the Club during his life (subject to article 28) without any further payment, annual or otherwise, save in respect of his or her guarantee as a Member set out in the memorandum of association of the Club as incorporated in these articles.

27. Affiliate Members

27.1 On the recommendation of the Membership Secretary any person who is a member of another club but wishes to play for the Club in certain competitions (where members of other clubs are allowed to play) may become an Affiliate Member subject to such membership rules as specified by the Membership Secretary and approved (or to be approved) at an AGM from time to time.

27.2 Affiliate Members shall not be entitled to exercise voting rights at General Meetings.

28. Refusal of Membership, Suspension, or Expulsion

28.1 The Management Committee shall be entitled to refuse any application for Membership or to suspend or terminate Membership for good cause such as conduct or character likely to bring the Club or the sport of hockey into disrepute.

28.2 Any Member who fails to:

- (a) register as a Member and/or pay their annual subscription fees by 30th September in each season; or
- (b) persistently delays in paying match fees (if any), or
- (c) otherwise fails to comply with the rules of the Club (including these articles),

may have their Membership suspended and be barred from taking part in any matches or other events organised by the Club until such failure is rectified.

28.3 When the Management Committee has resolved that the subscription of any particular Member may be paid by instalments article 28.2(a) applies to non-payment of any instalment, substituting the due date for the instalment for the date required.

28.4 Before any person is refused Membership or is expelled, the Membership Secretary or Discipline Officer shall write to him explaining the reasons for the intended refusal or expulsion and giving him no fewer than seven days' notice to attend a meeting of the Management Committee where the intended refusal or expulsion is to be considered. The person shall be entitled to bring with him to that meeting a maximum of two other fully paid up Members of the Club and they shall be given the opportunity to speak about the intended refusal or expulsion.

28.5 If the person is not satisfied with the decision of the Management Committee to refuse or expel from Membership, he shall be entitled to appeal at a General Meeting where the Members shall decide the issue by ordinary resolution. The person shall be entitled to bring with him to that meeting a maximum of two other Members who

have fully paid their subscriptions and they shall be given the opportunity to state their case concerning the intended refusal or expulsion.

29. Termination of Membership

- 29.1 A Member may withdraw from Membership of the Club by giving 7 days' notice to the Club in writing.
- 29.2 Membership is not transferable.
- 29.3 A person's Membership terminates when that person dies.
- 29.4 Annual subscriptions or match fees (if any) are not refundable on a Member's withdrawal from the Club.

MISCELLANEOUS

30. Team Colours and Kit

- 30.1 The colours of all Club teams for outfield players shall (unless otherwise agreed by the Management Committee):
 - (a) for home games be purple and white shirts, with dark blue shorts for men and dark blue (with or without purple) skirts or skorts for ladies, and dark blue socks with a white cuff; and
 - (b) for away games be predominantly yellow or gold shirts, with dark blue or black shorts for men and dark blue skirts or skorts for ladies, and dark blue socks with a white cuff.
- 30.2 All Members shall comply with any England Hockey and relevant area or other governing association or league or other competition rules on playing kit, protection, numbering and other requirements as from time to time are in effect.
- 30.3 Any Member not using appropriate clothing or kit may be refused permission to play by the team captain or by the match officials.

31. Use of Club Facilities

Members and guests shall observe any rules and restrictions imposed by the Management Committee or by national or local law including, but not limited to, the use of facilities, changing rooms, accommodation, parking, sale or supply of food, drink or entertainment, gaming, purchase of alcohol or cigarettes, noise, privacy, data protection.

32. Accounts and Finances Generally

- 32.1 The Club is non-profit making. The income and property of the Club, however derived, shall be applied solely towards the objectives of the Club.
- 32.2 All surplus income or profits shall be reinvested in the Club. No surpluses or assets will be distributed to Members or third parties, except for donations by the Club and approved by the Management Committee, to charities or to registered Community

Amateur Sports Clubs.

- 32.3 Nothing in articles 32.1 or 32.2 shall stop the Club from time to time holding capital reserves or accruing monies and/or property, howsoever comprised, for the purposes expressed in these articles or for future reinvestment into the Club.
- 32.4 All monies received on behalf of the Club shall be lodged within 28 days of receipt in a bank account in the name of the Club.
- 32.5 The Directors, Company Secretary and Treasurer (or such other persons approved by the Directors) shall have power to sign cheques on behalf of the Club, of which any two signatories shall be required.
- 32.6 The financial year of the Club shall be 1 May to 30 April in each year.
- 32.7 At the end of the financial year the Treasurer shall complete the annual accounts and submit them for auditing by an independent examiner, who shall be a qualified accountant selected by the Management Committee.
- 32.8 The Company Secretary or a Director shall submit the accounts and any other returns to Companies House with the appropriate fee required by the Act as from time to time in force.

33. Presentation of Accounts to Members

- 33.1 Once in every year the Directors must lay before the Club in a General Meeting an account of income and expenditure (the "**Account**") for the period since the preceding Account.
- 33.2 A balance sheet (the "**Balance Sheet**") must be made out in every year and laid before the Club in a General Meeting, made up to a date no more than six months before such a General Meeting.
- 33.3 A copy of the Balance Sheet must be sent to, or made available to the Members entitled to receive notices of General Meetings in the manner and time in which Notices are to be given pursuant to article 14.4.
- 33.4 Every Account and Balance Sheet must be accompanied by a report of the Directors and the Account, Report and Balance Sheet must be signed by two Directors and countersigned by the Company Secretary.

34. Rules

- 34.1 The Directors of the Club may from time to time make alter and repeal any rules and regulations which they consider necessary or expedient or convenient for the proper conduct and management of the Club.
- 34.2 The Directors may, by whatever means they deem sufficient in all the circumstances, bring all rules and regulations, alterations, introductions and repeals to the attention of the Members.
- 34.3 All rules and regulations (including these articles) shall be binding on all Members for so long as they remain in force and (where relevant) after they have been amended or repealed.

34.4 No rules of the Club may:

- (a) be inconsistent with or affect or repeal anything contained in these articles; or
- (b) be in breach of any statutory provision.

35. Dissolution

35.1 A resolution to wind up or otherwise dissolve the Club shall require notice to be sent to the Company Secretary no fewer than 42 days before a General Meeting at which the proposed dissolution is to be discussed, stating the terms of the proposed dissolution and the reasons for it.

35.2 No fewer than 28 days' notice of the proposed resolution shall be given in writing by the Company Secretary to Members.

35.3 A dissolution resolution shall require a majority representing 90% or more of Senior Members present and entitled to vote (or on a poll) to be passed.

35.4 Upon the winding up or other dissolution of the Club after all liabilities of the Club have been cleared, all remaining financial and material assets shall be given or transferred to:

- (a) registered Community Amateur Sports Club(s); and/or
- (b) England Hockey; and/or
- (c) the relevant Area Associations including but not limited to the East Region Hockey Association and Essex Hockey

as determined by the Management Committee.

36. Notices

36.1 Save for as specifically provided in article 14.5 a notice may be given by the Club to any Member personally; by sending it by post in a prepaid envelope addressed to the Member at his registered address; by email to the email address notified to the Club by that member; by posting it in a conspicuous place at the Club premises; or by posting on the Club's website.

36.2 Where a notice is:

- (a) served personally before 16:30 on a business day, it is served on that day; or in any other case, on the next business day after that day;
- (b) sent by post, service of the notice is deemed to be effected the second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day; or
- (c) sent by email, if the email or other electronic transmission is sent on a business day before 16:30, on that day; or in any other case, on the next business day after the day on which it was sent.

37. Headings

The headings in these articles do not form part of them or in any manner affect the interpretation or construction of them.