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COMPANIES HOUSE

ARTICLES OF ASSOCIATION

OF

EAST BERKSHIRE GOLF CLUB LIMITED

1. COMPANY NAME

The name of the Company is EAST BERKSHIRE GOLF CLUB LIMITED

2. INTERPRETATION

In these Articles:

2.1 **"the Act"** means the Companies Act 2006 and any statutory re-enactment or modification of it

"AGM" means an Annual General Meeting of the Company

"the Board" means the board of Directors of the Company, acting collectively

"Bye-Laws" means bye-laws from time to time made, altered and repealed in accordance with Article 19

"clear days" in relation to a period of notice means that period excluding the day on which the notice is given or is deemed to have been given and the day for which the notice is given or on which it is to take effect

"Club" means the body responsible for the golfing activities of the Company

"Club Member" means any member of the Club whether or not a Company Member

"Club Secretary" or "General Manager" as the context may require (who may or may not be the Company Secretary) shall be the executive officer of the Board

"the Company" means East Berkshire Golf Club Limited

"Company Member" means a member of the Company (except in Article 14)

"Company Secretary" (who may or may not be the Club Secretary) shall be appointed by the Board to perform the duties of Secretary of the Company

"Director" means a director of the Company acting individually

"Electronic Communication" means the same as in the Electronic Communications Act 2000

"executed" means any mode of execution

"Non-Voting Club Members" means junior Club Members, social Club Members and any other Club Members who are not Company Members

"Objects" means the objects of the Company as set out in the Article 3 from time to time

"Officers of the Company" means the Directors and the Company Secretary

"Officials of the Company" means a President, a Vice-President, a Captain, a Vice-Captain, an Immediate Past Captain (who shall be Directors) and a Club Secretary (who may or may not be the Company Secretary)

- 2.2 Expressions referring to writing include references to printing, fax, email and other methods of representing or reproducing words in a visible form
- 2.3 Unless the context otherwise requires words or expressions bear the meanings given to them in the Act
- 2.4 References to "he" or "him" include male and female individuals and corporations
- 2.5 References to President, Vice-President, Captain, Vice-Captain, Immediate Past Captain, Club Secretary and any other specific Official of the Company shall mean the person for the time being appointed to such post
- 2.6 References to any particular category of Club Member shall have the meaning referred to in Article 8.3.1
- 2.7 Words incorporating the singular number shall include the plural and vice versa

3. OBJECTS

The Objects for which the Company is established are

- 3.1 to manage all or any part of the assets and liabilities of the Company, and
- 3.2 to develop and maintain a prestigious members golf club with high standards of facilities and service which shall be continuously assessed and upgraded as the Board may deem necessary to promote the interests of the Company.

4. POWERS

The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation):

- 4.1 to acquire or hire property of any kind and any interests in or rights over property of any kind;
- 4.2 to acquire the whole or any part of the business or assets of any person, firm or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets,
- 4.3 to borrow or raise or secure the payment of money in such manner as the Board shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company present and future and to become a member of any building society,
- 4.4 to issue debentures or debenture stock whether permanent or redeemable or repayable at par or at a premium or discount and for such consideration and with and subject to such rights and conditions as the Board may think fit;
- 4.5 to invest and deal with the Company's money in any manner and to hold or otherwise deal with any investments made;
- 4.6 to sell, dispose of, let, mortgage or charge any property of the Company and to grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company;
- 4.7 to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
- 4.8 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Company, and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
- 4.9 to act as agent or broker or trustee for any person, firm or company and to undertake and perform any form of contract;
- 4.10 to reward any person, firm or company rendering services to the Company by cash payment or by any other means
- 4.11 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
- 4.12 to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors of the Company and the General Manager (Secretary) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company but

any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate fault on their part

4.13 to amalgamate with or support any other company or undertaking whose Objects may (in the opinion of the Board) advantageously be combined with the Objects as set out herein;

4.14 to sell or otherwise dispose of the whole or any part of the business or property of the Company either together or in portions and to accept anything of value in return;

4.15 to do all or any of the things or matters permitted by Article 3 and this Article 4 in any part of the world and as principal, agent, contractor or otherwise and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;

4.16 to co-operate with the national and county golf associations to maintain a uniform system of handicapping;

4.17 to establish and be responsible for the maintenance of

4.17.1 a child protection policy;

4.17.2 an equal opportunities policy;

4.17.3 appropriate dispute resolution and disciplinary policy to resolve disputes between the Company and its Members and disputes between Members and to deal with disciplinary matters; and

4.18 to co-operate with national and county golf associations on anti-doping policies and anti-doping rules

5. LIABILITY OF MEMBERS

The liability of the Company Members is limited.

6. GUARANTEE BY MEMBERS

Every Company Member undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a Company Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Company Member and the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding £1.

7. APPLICATION OF ASSETS ON A WINDING UP

This Article applies on winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied it may be used to establish another golf club of the same name elsewhere, failing which it shall be distributed proportionately among the Company Members having regard to such Company Member's category of membership and years of membership in the Club both prior to and after the date of incorporation of the Company. Other than in the circumstances

of winding up or dissolution of the Company no distribution or dividend will be made by the Company.

8. MEMBERSHIP

8.1 The Company must keep a register of Company Members as required by the Act

8.2 The Company Members are every person who has been approved for membership of the Company by the Board and shall have signed an application for membership in the form set out in Article 22 or such other form as the Board may approve.

8.3 *Election of Club Members*

8.3.1 Categories of Club membership shall be as from time to time determined by the Board and shall be declared annually at the AGM

8.3.2 Club membership shall not exceed the maximum number of Club Members which shall from time to time be decided by the Board and declared annually at the AGM

8.3.3 A candidate for Club membership must be proposed by two current Company Members both of whom must have been Company Members during the period of two years prior to the date of the proposal ("Qualifying Company Members"). Both proposers must sign the application form and submit letters of support on the candidate's behalf and be responsible for the candidate's eligibility and future conduct. A Qualifying Company Member may only propose a maximum of five candidates per calendar year. Applicants for membership with a handicap of 5 or below (Gentlemen) and 12 and below (Ladies) and Temporary Members (as defined in the Bye-Laws) may at the discretion of the Board be admitted as Company Members

8.3.4 The name of the candidate for Club membership shall be displayed for Company Members' consideration for 14 days on the clubhouse notice board following which the candidate shall be interviewed by the Captain and Club Secretary or any other Officers

8.3.5 Any objection by a Company Member to an applicant must be notified in writing to the Club Secretary on or before the date on which the candidate is interviewed as provided in Article 8.3.4. The Board shall ensure that the relevant provisions of the Equality Act 2010 are complied with specifically in regard to discrimination and the relevant protected characteristics (insofar as they apply to the Company) set out in Section 4 of the Act namely age; disability; gender reassignment; pregnancy and maternity; race (which includes ethnic or national origins colour and nationality); religion or belief; sex and sexual orientation are complied with. If there is no objection to the application the applicant's name shall be placed before the Board for consideration for admission to membership.

- 8.3.6 Only pursuant to the above procedure will the candidate be admitted to the privileges of Club membership which may in the first instance be limited to social membership and placement on the waiting list. The Board shall have power to accept or refuse any application for membership without stating a reason for acceptance or refusal but will ensure that in refusing any application it will comply with the provisions of the Equality Act 2010. A candidate who has been rejected may not be interviewed again without the consent of the Board
- 8.3.7 The Club Secretary shall maintain lists of social Club Members waiting to become five day members and a list of five day Company Members waiting to become seven day Company Members. Such lists shall be in strict date order of election to the waiting lists.
- 8.3.8 Honorary Club Members may be elected by the Board or at a general meeting of the Company
- 8.3.9 No person shall be admitted to membership without an interval of at least forty-eight (48) hours between their nomination or application and their admission to the Club. Nor may persons becoming members without prior nomination or application be admitted to privileges of membership without an interval of at least forty-eight (48) hours between their becoming members and their admission
- 8.3.10 Any candidate on election to Company membership shall not become a Company Member until the entrance fee and the first subscription have been paid and the candidate has signed the relevant forms of membership by which the candidate shall bind himself or herself to abide by the Articles and the Bye-Laws including compliance with the provisions of Article 8.2. In the case of becoming a Non Voting Club Member such member binds himself or herself to abide by those parts of the Articles that are relevant to Non Voting Club Members and the Bye-Laws
- 8.3.11 In the event of the maximum number of Club Members laid down by the Board being exceeded further elections to membership as vacancies occur will be by invitation of the Board
- 8.3.12 The transfer of Club Members between membership categories shall be at the discretion of the Board which shall be actioned by the Club Secretary
- 8.3.13 The Captain, Club President and Ladies Captain shall each be permitted one prerogative a year to nominate candidates for Company Membership

8.4 *Entrance Fees and Subscriptions*

- 8.4.1 Entrance fees and subscriptions shall be determined from time to time by the Board. The Board shall be empowered to impose a levy from time to time subject to the prior consent of Company Members obtained at a General Meeting.

8.4.2 Subscriptions:

8.4.2.1 Newly elected Club Members shall pay subscriptions during the year in which they are elected equivalent to one-twelfth of the appropriate annual subscription for each month of that year after the month in which they have been elected. Similarly, a Club Member transferring from one category of membership to another carrying a higher subscription rate shall pay the appropriate annual subscription applicable at the date of transfer

8.4.2.2 All annual subscriptions and any other fees shall be payable in advance not later than 1st January in each year. A list of Club Members in arrears shall be posted in the Club House on 1st February annually or at any subsequent date at the discretion of the Board and notice sent to the individuals concerned (No Club Member in arrears may compete in any Club competition). Any Club Member whose subscription is unpaid on 1st February shall cease to exercise any of the privileges of Club membership and his name may at the discretion of the Board be erased from the list of Club Members but may be reinstated by the Board on payment of all arrears including a 5% late payment fee

8.5 A Club Member will cease to be a Club Member:

8.5.1 If he resigns by giving notice to the Club Secretary on or before 31st December otherwise he shall be deemed to be in default and will forfeit the possibility of rejoining

8.5.2 If an individual upon his death and if a corporate upon insolvency

8.5.3 If his name is erased from the list of Club Members pursuant to Article 8.4.2.2

8.5.4 If he is expelled pursuant to Article 8.8

8.6 Any person who ceases to be a Club Member forfeits all rights to or claim upon the Company, its property or funds, or any return of fees, subscriptions or levies paid and remains liable for any fees or charges due from him as at the date of cessation including, for the avoidance of doubt, the undertaking (if applicable) to contribute the sum of £1.00 (one pound) as set out in Article 6.

8.7 Rejoining

Any resigned Club Member who previously had given notice to the Club Secretary on or before 31st December and had paid an entrance fee may seek re-election as a Company Member and shall pay the difference between the entrance fee applicable on leaving the Club and the entrance fee on rejoining. Rejoining Club Members shall have priority for re-election

8.8 *Expulsion and Suspension*

The Board of Directors ("the Board") shall have the power to expel, admonish, suspend membership rights and privileges of any member in accordance with the terms of the Club's Dispute Resolution & Disciplinary Policy documents dated March 2014 as amended from time to time.

8.9 *Addresses*

Each Club Member shall communicate any change of address to the Club Secretary and all notices sent to the last address communicated to the Club Secretary shall be considered as duly delivered

9. MANAGEMENT OF THE COMPANY

9.1 The management of the Company shall be in the hands of the Board which shall consist of Officials of the Company (excluding the Club Secretary) and nine other Company Members elected by the Company Members

9.2 The Board shall have full powers for carrying out the affairs of the Company including the delegation of authority to permanent or ad hoc committees. Such committees may comprise of Directors and/or other Company Members.

9.3 It shall be the responsibility of the Board meeting at regular intervals to oversee the management of the Company in all aspects and in particular to determine and review financial and development policies which shall be updated annually. It shall be the responsibility of any committee to implement those policies and the committee chairperson shall report to the Board on the discharge of those responsibilities.

9.4 The Club Secretary shall be appointed by the Board and is the senior management officer reporting to and accountable to the Board. In this capacity he is responsible for administering the operations and business of the Company. During the term in which he holds the appointment he shall be entitled to be an Honorary Non Voting Club Member.

10. ELECTION OF OFFICERS AND OFFICIALS

10.1 The election of Officers of the Company and Officials of the Company (excluding the Club Secretary) shall take place at the AGM or at a General Meeting called for such purpose. Only Company Members shall be eligible to be Directors and Officials of the Company

10.2 Any two Company Members shall be at liberty to nominate a Captain or other Official of the Company and as many Company Members as there are vacancies to serve on the Board having previously received the assent of the nominees. The name of each Company Member so nominated shall be sent in writing to the Club Secretary not less than 28 days before the date of the AGM

10.3 The Club Secretary shall affix the list of names in alphabetical order to the clubhouse notice board 21 days before the AGM. If the number of Company Members so nominated is sufficient only to fill the vacancies the voting shall be by show of hands. If the number of Company Members nominated for any office or for membership of the Board is more than sufficient to fill the vacancies the voting shall be by ballot in the following manner:

- 10.3.1 Every Company Member present will be given a ballot paper with a printed list of nominations
 - 10.3.2 Each Company Member voting must not vote for more candidates than there are vacancies otherwise the ballot paper will be invalid
 - 10.3.3 If two or more candidates obtain an equal number of votes in a ballot another ballot shall if necessary be taken in respect of such candidates. If two or more candidates obtain an equal number of votes in the second ballot the Board shall select by lot from such candidates.
 - 10.3.4 In the event that there shall not be sufficient number of candidates nominated the Board shall have the power to fill such vacancies
- 10.4 The President and Vice-President shall be appointed for a period of three years and the Captain and Vice-Captain shall be appointed for a period of one year and the Captain shall thereafter serve as Immediate Past Captain for a period of one year. The President shall be elected for a maximum period of three years during which time he shall have a subscription holiday. At the end of this time he will revert to Company Membership paying normal subscription rates

11. DIRECTORS

- 11.1 Directors other than Officials of the Company shall be eligible to serve for a three year term and at the expiry of that period shall not be eligible for reappointment for a period of 12 months. There is no age limit for Directors
- 11.2 The Company may by ordinary resolution appoint as a Director a person who is willing to act to fill a vacancy. Any Director so appointed shall serve for the unexpired term of the Director creating the vacancy
- 11.3 The Board shall have the power to fill any vacancy in their own number during the year for the unexpired term of the Director creating the vacancy subject to confirmation at the next Annual General Meeting
- 11.4 A Director will cease to be a Director:
 - 11.4.1 If he resigns his directorship of the Company
 - 11.4.2 If he dies, becomes bankrupt, becomes mentally incapable of managing his own affairs or is convicted of an indictable offence for which he is sentenced to a term of imprisonment
 - 11.4.3 If he is removed by a simple majority of the Company Members following the procedure laid down in Section 168 of the Act or
 - 11.4.4 If he is disqualified under the Company Directors Disqualification Act 1986 or otherwise
- 11.5 The Board has control over all the affairs and property of the Company and may exercise all the powers of the Company except as otherwise

provided by these Articles. Every Director has one vote at a Board Meeting

- 11.6 The Captain may call a Board Meeting at any time and the Club Secretary must call a Board Meeting if requested to do so by any three Directors. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board Meeting will be decided by a majority of votes
- 11.7 A Board Meeting is not valid unless a quorum is present throughout the meeting. The quorum is five Directors
- 11.8 The Captain or in his absence the President will preside at every Board Meeting. If neither is present within 15 minutes after the time set for the start of the meeting the Directors present must choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote
- 11.9 The Board may delegate any of its powers to committees consisting of such Directors, Company Members and others as it thinks fit. In the exercise of the delegated powers any committee must conform to any stipulations of the Directors

12. GENERAL MEETINGS

- 12.1 All general meetings other than AGMs shall be called General Meetings
- 12.2 The Company must hold a General Meeting in each year as its AGM in addition to any other meetings in that year. The AGM shall be held in the first half of each calendar year
- 12.3 The Board may call a General Meeting at any time and must call a General Meeting if it receives a requisition signed by 25 or more Company Members or 5% of Company Members if this is less than 25. A request must state the general nature of the business to be dealt with at the meeting and may include the text of a resolution that may properly be moved and is intended to be moved at the meeting. A resolution may be properly moved at a meeting unless (a) it would, if passed, be ineffective (whether by reason of inconsistency with any enactment or the Company's constitution or otherwise) or (b) is defamatory of any person or (c) it is frivolous or vexatious.
- 12.4 An AGM and a General Meeting called for passing of a special resolution (as defined by s283 of the Act) must be called by at least 21 clear days' notice and all other General Meetings must be called by at least 14 clear days' notice
- 12.5 The notice must specify the place, date and time of the meeting and the general nature of all items of the business to be transacted and must in the case of an AGM specify the meeting as an AGM. The text of all special resolutions to be proposed at the meeting must be set out in the notice
- 12.6 Notice must be given to all Company Members, but if anyone entitled to receive notice does not receive it this does not invalidate the proceedings at the meeting if the failure to notify was accidental

- 12.7 A General Meeting is not valid unless a quorum of Company Members is present throughout the meeting. The quorum is 25 Company Members present in person.
- 12.8 If a quorum is not present within 15 minutes after the time set for the meeting, the meeting if convened on the requisition of Company Members shall be dissolved. In any other case it shall be automatically adjourned to the same day in the next week, at the same time and place and at such postponed meeting the business may be transacted whatever the number of Company Members present.
- 12.9 The President will preside as Chairman of every General Meeting of the Company. If he is not present within 15 minutes after the time set for the meeting or is unable or unwilling to act, the Chairman shall be the Vice-President and if not him then the Captain and if not him the meeting must elect one of themselves to be Chairman of the meeting.
- 12.10 In the case of equality of votes, the Chairman shall not have a casting vote.
- 12.11 At any General Meeting a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). Subject to the Act, a poll may be demanded.
- 12.11.1 By the Chairman or
- 12.11.2 By at least two Company Members present in person.
- 12.12 Unless a poll is demanded, a declaration by the Chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 12.13 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.
- 12.14 Except as provided in Article 12.15, if a poll is demanded it may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to Company Members who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- 12.15 A poll demanded on the election of a Chairman or on a question of adjournment of a meeting must be taken immediately. A poll demanded on any other question may be taken at such time as the Chairman directs. If there is an interval before the time for closing the poll, the meeting may deal with any business other than the business being determined by the poll.
- 12.16 The business to be transacted at the AGM shall be the following:
- 12.16.1 To approve the Minutes of the previous year's AGM.

- 12.16.2 To approve Minutes of any General Meeting held during the year
 - 12.16.3 Any matters arising
 - 12.16.4 To receive the Annual Report and Accounts
 - 12.16.5 To elect Officials of the Company excluding the Club Secretary
 - 12.16.6 To elect other Directors of the Company
 - 12.16.7 To appoint an auditor
 - 12.16.8 To authorise the Directors to fix the auditor's remuneration
 - 12.16.9 Any other business set out in the Notice of Meeting
- 12.17 Any Company Member may bring forward any motions relating to the management or welfare of the Company of which he shall have given notice in writing to the Company Secretary at least 28 days before the date of the AGM. The Company Secretary shall send the Agenda, Accounts and a copy of each such proposed motion to every Company Member
- 12.18 Every Company Member whose name is entered in the Company's Register of Members has one vote at every General Meeting. A resolution proposed at any general meeting pursuant to Articles 12.16.1 to 12.16.8 (AGM Business) will require a simple majority. A resolution proposed under Article 12.16.9 will require such majority as is required depending on whether such business includes a resolution proposed as an Ordinary or Special Resolution
- 12.19 No Article shall be repealed or altered and no new Article adopted except by a 75% majority of those attending and voting at a General Meeting of which not less than 21 days clear notice is given

13. PROXIES AND REPRESENTATIVES

- 13.1 Any member of the Company may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement informing the member of his rights to appoint a proxy.
- 13.1.1 A proxy must: be addressed to a member entitled to speak and vote at a general meeting, be authenticated by the appointer, and be in or contain the information set out in the following form:

[I/We], [name] of [address] being [a member/members] of the above-named company hereby appoint [name] of [address] or failing [him/her] [name] or [address] as [my/our] proxy to vote in [my/our] name[s] and on [my/our] behalf at the general meeting of the Company to be held on [date and time] and at any adjournment.

[Directions, if any, as to how the proxy is required to vote]

Unless otherwise instructed the proxy shall vote as he or she thinks fit.

Dated this day of

Signature(s) of appointer member(s)

- 13.2 Where the Company has given an electronic address in a notice calling a meeting, and in an instrument of proxy or invitation to appoint a proxy in relation to the meeting, any document or information relating to proxies for that meeting may, subject to any conditions or limitations specified in the notice, be sent by electronic means to that address. Documents relating to proxies include: the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, a proxy, and notice of termination of the authority of a proxy.
- 13.3 The instrument appointing a proxy must be received by the Company no later than the following time:
- 13.3.1 in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting,
- 13.3.2 in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll;
- 13.3.3 in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded.
- 13.3.4 In calculating the periods in this Article, no account shall be taken of any part of a day that is not a working day.
- 13.4 In default of compliance with this Article the instrument of proxy shall not be treated as valid. A valid instrument of proxy shall be deemed, unless expressing the contrary, to confer authority to demand or join in demanding a poll. An otherwise valid instrument of proxy shall only be deemed invalid if a revocation of proxy, in whole or in part, shall be received by the Company AND/OR the appointee prior to the exercise of the proxy at the meeting or the adjourned meeting."

14. NOTICES AND MEETINGS

- 14.1 The following Articles 14.2 to 14.5 apply to meetings and notices given to the Board, committees of the Board and the Company in General Meeting and "Company Member" means a Director, committee member or a Company Member as the context requires
- 14.2 Any notice to be given under these Articles must be in writing or be given by Electronic Communication. The Company may give any notice to a Company Member by handing it to him personally or by sending it by first class post (airmail in the case of overseas Company Members who have given no address for service within the United Kingdom) in a prepaid envelope addressed to the Company Member at the address shown in the Company's Register of Members or by leaving it at that address or by giving it using Electronic Communication to any address given to the Company by the Company Member

- 14.3 A Company Member present in person at any meeting is taken to have received notice of the meeting and where necessary of the purposes for which it was called
- 14.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice is deemed to be given at the expiration of 48 hours after it was handed to the Company Member, posted or (as the case may be) sent by Electronic Communication

15. MINUTES AND ACCOUNTS

The Company Secretary shall keep full and correct minutes of all proceedings of the Company, the Board and of all committees which shall be produced at every Directors' meeting and shall also keep such accounts as may be required by the Board. He shall make up the Annual Accounts of the Company to 31st December which shall be verified by the auditor who shall be a chartered accountant not being a Club Member

16. INTERESTS OF DIRECTORS

- 16.1 Subject to the provisions of the Act and provided that he has disclosed to the Board the nature and extent of any material interest of his a Director:
- 16.1.1 May be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested
- 16.1.2 May be a director or other officer of or employed by or a party to any transaction or arrangement with or otherwise interested in any organisation in which the Company is interested
- 16.1.3 Is not accountable to the Company for any benefit which he derives from any circumstance described in Articles 16.1.1 or 16.1.2 and no transaction or arrangement described in those Articles is voidable because of any Director's interest or benefit
- 16.2 For the purpose of this Article a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified and an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

17. COMPANY SECRETARY

The Company must have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting anything required or authorised to be done by or to the Secretary may be done by the Club Secretary or by any Director authorised generally or specifically for that purpose by the Board

18. SEAL

The Company is not required to have a common seal. If the Company has a common seal it may only be used by the authority of the Board. Every document bearing an impression of the common seal must be signed by a Director and countersigned by the secretary or by a second Director

19. BYE-LAWS

- 19.1 The Board may from time to time make, alter and repeal Bye-Laws for any purposes required for the effective operation of the Company or the furtherance of the Objects or for the effective operation of the Club
- 19.2 Notice of alterations to any of the Bye-Laws or policies of the Company or the introduction of any new policies must be given by electronic communication by the Board to Club Members who have given notice of their e-mail address to the Company Secretary and, in addition, a notice giving details of such alterations or additions shall be posted on the Club notice board for a period of not less than fourteen days
- 19.3 All Bye-Laws so long as they are in force are binding on all Club Members even if they have not received notice of such Bye-Laws
- 19.4 No Bye-Laws may be inconsistent with or affect or repeal anything contained in the Articles of Association of the Company or be in breach of any statutory provision
- 19.5 All Club Members shall accept as final the Board's interpretation of the Bye-Laws of the Company and decisions thereon subject to the procedures set out in the Club's Dispute Resolution & Disciplinary Policy dated March 2014 as amended from time to time.
- 19.6 Lady Club Members are empowered to draft Bye-Laws pertaining to election of their own committees, Captain, Vice-Captain and Honorary Secretary in order to specifically organise their own matches, competitions and handicap system. Such Bye-Laws including any subsequent amendments shall be subject to approval by the Board and shall not supersede these Articles. Arrangements for all fixtures shall be co-ordinated with the Club Secretary

20. MISCELLANEOUS

20.1 Expenses

- 20.1.1 All Club Members are required to pay every expense they incur in premises used by the Company before leaving the premises
- 20.1.2 The Company accepts no liability for any damage or loss of any property of Club Members or of any person using the Company's facilities

20.2 *Complaints*

20.2.1 All complaints shall be made in writing to the Club Secretary who if he shall be unable to deal with them shall submit them to the Board whose decision shall be final

20.2.2 In no instance shall an employee be reprimanded directly by any Club Member. Club Members complaining shall have the right of having the matter adjudicated upon by the Board

20.3 *Rules of Golf*

The rules of the game of golf shall be those adopted by the Royal and Ancient Club of St Andrews so far as is applicable and the Company's local rules. The Board are empowered to decide all questions arising on these rules and their decision shall be final

20.4 *Sale of Excisable Articles*

20.4.1 The supply and purchase of liquor shall be the responsibility of the Board

21. INDEMNITY

21.1 Subject to the Act but without affecting any indemnity to which he may otherwise be entitled every Director and every Officer of the Company will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and 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 by the Court

21.2 Subject to the Act the Company may purchase and maintain for any Director or for any Officer of the Company insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 21.1

Signed

Signed

Date

President

Company Secretary

Date

22. FORM OF MEMBERSHIP APPLICATION

The form of the application for membership referred to in Article 8.2 is as follows:

"To the Board of East Berkshire Golf Club Limited

I, *[Name]*

of *[Address]*

wish to become a Company Member of East Berkshire Golf Club Limited, subject to the provisions of the Articles of Association of the Company. I agree to pay to the Company an amount of up to £1 if the Company is wound up while I am a Company Member or within a period of 12 months after I have left the Company. I agree to be bound by the Articles of Association and Bye-Laws of the Company

Signature·

Date

PROPOSERS

Signature

Name

Signature·

Name

MARCH 2014

ARTICLES OF ASSOCIATION

OF

EAST BERKSHIRE GOLF CLUB LIMITED

1. COMPANY NAME

The name of the Company is EAST BERKSHIRE GOLF CLUB LIMITED

2. INTERPRETATION

In these Articles:

2.1 **"the Act"** means the Companies Act 2006 and any statutory re-enactment or modification of it

"AGM" means an Annual General Meeting of the Company

"the Board" means the board of Directors of the Company, acting collectively

"Bye-Laws" means bye-laws from time to time made, altered and repealed in accordance with Article 19

"clear days" in relation to a period of notice means that period excluding the day on which the notice is given or is deemed to have been given and the day for which the notice is given or on which it is to take effect

"Club" means the body responsible for the golfing activities of the Company

"Club Member" means any member of the Club whether or not a Company Member

"Club Secretary" or "General Manager" as the context may require (who may or may not be the Company Secretary) shall be the executive officer of the Board

"the Company" means East Berkshire Golf Club Limited

"Company Member" means a member of the Company (except in Article 14)

"Company Secretary" (who may or may not be the Club Secretary) shall be appointed by the Board to perform the duties of Secretary of the Company

"Director" means a director of the Company acting individually

"Electronic Communication" means the same as in the Electronic Communications Act 2000

"executed" means any mode of execution

"Non-Voting Club Members" means junior Club Members, social Club Members and any other Club Members who are not Company Members

"Objects" means the objects of the Company as set out in the Article 3 from time to time

"Officers of the Company" means the Directors and the Company Secretary

"Officials of the Company" means a President, a Vice-President, a Captain, a Vice-Captain, an Immediate Past Captain (who shall be Directors) and a Club Secretary (who may or may not be the Company Secretary)

- 2.2 Expressions referring to writing include references to printing, fax, email and other methods of representing or reproducing words in a visible form
- 2.3 Unless the context otherwise requires words or expressions bear the meanings given to them in the Act
- 2.4 References to "he" or "him" include male and female individuals and corporations
- 2.5 References to President, Vice-President, Captain, Vice-Captain, Immediate Past Captain, Club Secretary and any other specific Official of the Company shall mean the person for the time being appointed to such post
- 2.6 References to any particular category of Club Member shall have the meaning referred to in Article 8.3.1
- 2.7 Words incorporating the singular number shall include the plural and vice versa

3. OBJECTS

The Objects for which the Company is established are:

- 3.1 to manage all or any part of the assets and liabilities of the Company; and
- 3.2 to develop and maintain a prestigious members golf club with high standards of facilities and service which shall be continuously assessed and upgraded as the Board may deem necessary to promote the interests of the Company.

4. POWERS

The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation):

- 4.1 to acquire or hire property of any kind and any interests in or rights over property of any kind,
- 4.2 to acquire the whole or any part of the business or assets of any person, firm or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
- 4.3 to borrow or raise or secure the payment of money in such manner as the Board shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company present and future and to become a member of any building society;
- 4.4 to issue debentures or debenture stock whether permanent or redeemable or repayable at par or at a premium or discount and for such consideration and with and subject to such rights and conditions as the Board may think fit;
- 4.5 to invest and deal with the Company's money in any manner and to hold or otherwise deal with any investments made;
- 4.6 to sell, dispose of, let, mortgage or charge any property of the Company and to grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company;
- 4.7 to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
- 4.8 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company,
- 4.9 to act as agent or broker or trustee for any person, firm or company and to undertake and perform any form of contract;
- 4.10 to reward any person, firm or company rendering services to the Company by cash payment or by any other means
- 4.11 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
- 4.12 to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors of the Company and the General Manager (Secretary) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company but

any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate fault on their part

- 4.13 to amalgamate with or support any other company or undertaking whose Objects may (in the opinion of the Board) advantageously be combined with the Objects as set out herein,
- 4.14 to sell or otherwise dispose of the whole or any part of the business or property of the Company either together or in portions and to accept anything of value in return,
- 4.15 to do all or any of the things or matters permitted by Article 3 and this Article 4 in any part of the world and as principal, agent, contractor or otherwise and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- 4.16 to co-operate with the national and county golf associations to maintain a uniform system of handicapping,
- 4.17 to establish and be responsible for the maintenance of:
 - 4.17.1 a child protection policy;
 - 4.17.2 an equal opportunities policy;
 - 4.17.3 appropriate dispute resolution and disciplinary policy to resolve disputes between the Company and its Members and disputes between Members and to deal with disciplinary matters; and
- 4.18 to co-operate with national and county golf associations on anti-doping policies and anti-doping rules.

5. LIABILITY OF MEMBERS

The liability of the Company Members is limited.

6. GUARANTEE BY MEMBERS

Every Company Member undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a Company Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Company Member and the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding £1.

7. APPLICATION OF ASSETS ON A WINDING UP

This Article applies on winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied it may be used to establish another golf club of the same name elsewhere, failing which it shall be distributed proportionately among the Company Members having regard to such Company Member's category of membership and years of membership in the Club both prior to and after the date of incorporation of the Company. Other than in the circumstances

of winding up or dissolution of the Company no distribution or dividend will be made by the Company

8. MEMBERSHIP

8.1 The Company must keep a register of Company Members as required by the Act

8.2 The Company Members are every person who has been approved for membership of the Company by the Board and shall have signed an application for membership in the form set out in Article 22 or such other form as the Board may approve.

8.3 *Election of Club Members*

8.3.1 Categories of Club membership shall be as from time to time determined by the Board and shall be declared annually at the AGM

8.3.2 Club membership shall not exceed the maximum number of Club Members which shall from time to time be decided by the Board and declared annually at the AGM

8.3.3 A candidate for Club membership must be proposed by two current Company Members both of whom must have been Company Members during the period of two years prior to the date of the proposal ("Qualifying Company Members"). Both proposers must sign the application form and submit letters of support on the candidate's behalf and be responsible for the candidate's eligibility and future conduct. A Qualifying Company Member may only propose a maximum of five candidates per calendar year. Applicants for membership with a handicap of 5 or below (Gentlemen) and 12 and below (Ladies) and Temporary Members (as defined in the Bye-Laws) may at the discretion of the Board be admitted as Company Members.

8.3.4 The name of the candidate for Club membership shall be displayed for Company Members' consideration for 14 days on the clubhouse notice board following which the candidate shall be interviewed by the Captain and Club Secretary or any other Officers

8.3.5 Any objection by a Company Member to an applicant must be notified in writing to the Club Secretary on or before the date on which the candidate is interviewed as provided in Article 8.3.4. The Board shall ensure that the relevant provisions of the Equality Act 2010 are complied with specifically in regard to discrimination and the relevant protected characteristics (insofar as they apply to the Company) set out in Section 4 of the Act namely age; disability; gender reassignment; pregnancy and maternity; race (which includes ethnic or national origins colour and nationality); religion or belief; sex and sexual orientation are complied with. If there is no objection to the application the applicant's name shall be placed before the Board for consideration for admission to membership.

- 8.3.6 Only pursuant to the above procedure will the candidate be admitted to the privileges of Club membership which may in the first instance be limited to social membership and placement on the waiting list. The Board shall have power to accept or refuse any application for membership without stating a reason for acceptance or refusal but will ensure that in refusing any application it will comply with the provisions of the Equality Act 2010. A candidate who has been rejected may not be interviewed again without the consent of the Board.
- 8.3.7 The Club Secretary shall maintain lists of social Club Members waiting to become five day members and a list of five day Company Members waiting to become seven day Company Members. Such lists shall be in strict date order of election to the waiting lists.
- 8.3.8 Honorary Club Members may be elected by the Board or at a general meeting of the Company.
- 8.3.9 No person shall be admitted to membership without an interval of at least forty-eight (48) hours between their nomination or application and their admission to the Club. Nor may persons becoming members without prior nomination or application be admitted to privileges of membership without an interval of at least forty-eight (48) hours between their becoming members and their admission.
- 8.3.10 Any candidate on election to Company membership shall not become a Company Member until the entrance fee and the first subscription have been paid and the candidate has signed the relevant forms of membership by which the candidate shall bind himself or herself to abide by the Articles and the Bye-Laws including compliance with the provisions of Article 8.2. In the case of becoming a Non Voting Club Member such member binds himself or herself to abide by those parts of the Articles that are relevant to Non Voting Club Members and the Bye-Laws.
- 8.3.11 In the event of the maximum number of Club Members laid down by the Board being exceeded further elections to membership as vacancies occur will be by invitation of the Board.
- 8.3.12 The transfer of Club Members between membership categories shall be at the discretion of the Board which shall be actioned by the Club Secretary.
- 8.3.13 The Captain, Club President and Ladies Captain shall each be permitted one prerogative a year to nominate candidates for Company Membership.

8.4 *Entrance Fees and Subscriptions*

- 8.4.1 Entrance fees and subscriptions shall be determined from time to time by the Board. The Board shall be empowered to impose a levy from time to time subject to the prior consent of Company Members obtained at a General Meeting.

8.4.2 Subscriptions.

8.4.2.1 Newly elected Club Members shall pay subscriptions during the year in which they are elected equivalent to one-twelfth of the appropriate annual subscription for each month of that year after the month in which they have been elected. Similarly, a Club Member transferring from one category of membership to another carrying a higher subscription rate shall pay the appropriate annual subscription applicable at the date of transfer

8.4.2.2 All annual subscriptions and any other fees shall be payable in advance not later than 1st January in each year. A list of Club Members in arrears shall be posted in the Club House on 1st February annually or at any subsequent date at the discretion of the Board and notice sent to the individuals concerned. (No Club Member in arrears may compete in any Club competition). Any Club Member whose subscription is unpaid on 1st February shall cease to exercise any of the privileges of Club membership and his name may at the discretion of the Board be erased from the list of Club Members but may be reinstated by the Board on payment of all arrears including a 5% late payment fee

8.5 A Club Member will cease to be a Club Member:

8.5.1 If he resigns by giving notice to the Club Secretary on or before 31st December otherwise he shall be deemed to be in default and will forfeit the possibility of rejoining

8.5.2 If an individual upon his death and if a corporate upon insolvency

8.5.3 If his name is erased from the list of Club Members pursuant to Article 8.4.2.2

8.5.4 If he is expelled pursuant to Article 8.8

8.6 Any person who ceases to be a Club Member forfeits all rights to or claim upon the Company, its property or funds, or any return of fees, subscriptions or levies paid and remains liable for any fees or charges due from him as at the date of cessation including, for the avoidance of doubt, the undertaking (if applicable) to contribute the sum of £1.00 (one pound) as set out in Article 6.

8.7 Rejoining

Any resigned Club Member who previously had given notice to the Club Secretary on or before 31st December and had paid an entrance fee may seek re-election as a Company Member and shall pay the difference between the entrance fee applicable on leaving the Club and the entrance fee on rejoining. Rejoining Club Members shall have priority for re-election

8.8 *Expulsion and Suspension*

The Board of Directors ("the Board") shall have the power to expel, admonish, suspend membership rights and privileges of any member in accordance with the terms of the Club's Dispute Resolution & Disciplinary Policy documents dated March 2014 as amended from time to time.

8.9 *Addresses*

Each Club Member shall communicate any change of address to the Club Secretary and all notices sent to the last address communicated to the Club Secretary shall be considered as duly delivered

9. MANAGEMENT OF THE COMPANY

9.1 The management of the Company shall be in the hands of the Board which shall consist of Officials of the Company (excluding the Club Secretary) and nine other Company Members elected by the Company Members.

9.2 The Board shall have full powers for carrying out the affairs of the Company including the delegation of authority to permanent or ad hoc committees. Such committees may comprise of Directors and/or other Company Members.

9.3 It shall be the responsibility of the Board meeting at regular intervals to oversee the management of the Company in all aspects and in particular to determine and review financial and development policies which shall be updated annually. It shall be the responsibility of any committee to implement those policies and the committee chairperson shall report to the Board on the discharge of those responsibilities.

9.4 The Club Secretary shall be appointed by the Board and is the senior management officer reporting to and accountable to the Board. In this capacity he is responsible for administering the operations and business of the Company. During the term in which he holds the appointment he shall be entitled to be an Honorary Non Voting Club Member.

10. ELECTION OF OFFICERS AND OFFICIALS

10.1 The election of Officers of the Company and Officials of the Company (excluding the Club Secretary) shall take place at the AGM or at a General Meeting called for such purpose. Only Company Members shall be eligible to be Directors and Officials of the Company.

10.2 Any two Company Members shall be at liberty to nominate a Captain or other Official of the Company and as many Company Members as there are vacancies to serve on the Board having previously received the assent of the nominees. The name of each Company Member so nominated shall be sent in writing to the Club Secretary not less than 28 days before the date of the AGM.

10.3 The Club Secretary shall affix the list of names in alphabetical order to the clubhouse notice board 21 days before the AGM. If the number of Company Members so nominated is sufficient only to fill the vacancies the voting shall be by show of hands. If the number of Company Members nominated for any office or for membership of the Board is more than sufficient to fill the vacancies the voting shall be by ballot in the following manner:

- 10.3.1 Every Company Member present will be given a ballot paper with a printed list of nominations
 - 10.3.2 Each Company Member voting must not vote for more candidates than there are vacancies otherwise the ballot paper will be invalid
 - 10.3.3 If two or more candidates obtain an equal number of votes in a ballot another ballot shall if necessary be taken in respect of such candidates. If two or more candidates obtain an equal number of votes in the second ballot the Board shall select by lot from such candidates.
 - 10.3.4 In the event that there shall not be sufficient number of candidates nominated the Board shall have the power to fill such vacancies
- 10.4 The President and Vice-President shall be appointed for a period of three years and the Captain and Vice-Captain shall be appointed for a period of one year and the Captain shall thereafter serve as Immediate Past Captain for a period of one year The President shall be elected for a maximum period of three years during which time he shall have a subscription holiday At the end of this time he will revert to Company Membership paying normal subscription rates

11. DIRECTORS

- 11.1 Directors other than Officials of the Company shall be eligible to serve for a three year term and at the expiry of that period shall not be eligible for reappointment for a period of 12 months. There is no age limit for Directors
- 11.2 The Company may by ordinary resolution appoint as a Director a person who is willing to act to fill a vacancy. Any Director so appointed shall serve for the unexpired term of the Director creating the vacancy
- 11.3 The Board shall have the power to fill any vacancy in their own number during the year for the unexpired term of the Director creating the vacancy subject to confirmation at the next Annual General Meeting
- 11.4 A Director will cease to be a Director
 - 11.4.1 If he resigns his directorship of the Company
 - 11.4.2 If he dies, becomes bankrupt, becomes mentally incapable of managing his own affairs or is convicted of an indictable offence for which he is sentenced to a term of imprisonment
 - 11.4.3 If he is removed by a simple majority of the Company Members following the procedure laid down in Section 168 of the Act or
 - 11.4.4 If he is disqualified under the Company Directors Disqualification Act 1986 or otherwise
- 11.5 The Board has control over all the affairs and property of the Company and may exercise all the powers of the Company except as otherwise

provided by these Articles. Every Director has one vote at a Board Meeting

- 11.6 The Captain may call a Board Meeting at any time and the Club Secretary must call a Board Meeting if requested to do so by any three Directors. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board Meeting will be decided by a majority of votes
- 11.7 A Board Meeting is not valid unless a quorum is present throughout the meeting. The quorum is five Directors
- 11.8 The Captain or in his absence the President will preside at every Board Meeting. If neither is present within 15 minutes after the time set for the start of the meeting the Directors present must choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote
- 11.9 The Board may delegate any of its powers to committees consisting of such Directors, Company Members and others as it thinks fit. In the exercise of the delegated powers any committee must conform to any stipulations of the Directors

12. GENERAL MEETINGS

- 12.1 All general meetings other than AGMs shall be called General Meetings
- 12.2 The Company must hold a General Meeting in each year as its AGM in addition to any other meetings in that year. The AGM shall be held in the first half of each calendar year
- 12.3 The Board may call a General Meeting at any time and must call a General Meeting if it receives a requisition signed by 25 or more Company Members or 5% of Company Members if this is less than 25.. A request must state the general nature of the business to be dealt with at the meeting and may include the text of a resolution that may properly be moved and is intended to be moved at the meeting. A resolution may be properly moved at a meeting unless (a) it would, if passed, be ineffective (whether by reason of inconsistency with any enactment or the Company's constitution or otherwise) or (b) is defamatory of any person or (c) it is frivolous or vexatious
- 12.4 An AGM and a General Meeting called for passing of a special resolution (as defined by s283 of the Act) must be called by at least 21 clear days' notice and all other General Meetings must be called by at least 14 clear days' notice
- 12.5 The notice must specify the place, date and time of the meeting and the general nature of all items of the business to be transacted and must in the case of an AGM specify the meeting as an AGM. The text of all special resolutions to be proposed at the meeting must be set out in the notice
- 12.6 Notice must be given to all Company Members, but if anyone entitled to receive notice does not receive it this does not invalidate the proceedings at the meeting if the failure to notify was accidental

- 12.7 A General Meeting is not valid unless a quorum of Company Members is present throughout the meeting. The quorum is 25 Company Members present in person
- 12.8 If a quorum is not present within 15 minutes after the time set for the meeting the meeting if convened on the requisition of Company Members shall be dissolved. In any other case it shall be automatically adjourned to the same day in the next week, at the same time and place and at such postponed meeting the business may be transacted whatever the number of Company Members present
- 12.9 The President will preside as Chairman of every General Meeting of the Company. If he is not present within 15 minutes after the time set for the meeting or is unable or unwilling to act the Chairman shall be the Vice-President and if not him then the Captain and if not him the meeting must elect one of themselves to be Chairman of the meeting
- 12.10 In the case of equality of votes the Chairman shall not have a casting vote
- 12.11 At any General Meeting a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). Subject to the Act a poll may be demanded:
- 12.11.1 By the Chairman or
- 12.11.2 By at least two Company Members present in person
- 12.12 Unless a poll is demanded a declaration by the Chairman that a resolution has been carried or lost on a show of hands whether unanimously or by a particular majority and an entry to that effect in the minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 12.13 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made
- 12.14 Except as provided in Article 12.15 if a poll is demanded it may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to Company Members who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded
- 12.15 A poll demanded on the election of a Chairman or on a question of adjournment of a meeting must be taken immediately. A poll demanded on any other question may be taken at such time as the Chairman directs. If there is an interval before the time for closing the poll the meeting may deal with any business other than the business being determined by the poll
- 12.16 The business to be transacted at the AGM shall be the following:
- 12.16.1 To approve the Minutes of the previous year's AGM

12.16.2 To approve Minutes of any General Meeting held during the year

12.16.3 Any matters arising

12.16.4 To receive the Annual Report and Accounts

12.16.5 To elect Officials of the Company excluding the Club Secretary

12.16.6 To elect other Directors of the Company

12.16.7 To appoint an auditor

12.16.8 To authorise the Directors to fix the auditor's remuneration

12.16.9 Any other business set out in the Notice of Meeting

12.17 Any Company Member may bring forward any motions relating to the management or welfare of the Company of which he shall have given notice in writing to the Company Secretary at least 28 days before the date of the AGM. The Company Secretary shall send the Agenda, Accounts and a copy of each such proposed motion to every Company Member

12.18 Every Company Member whose name is entered in the Company's Register of Members has one vote at every General Meeting. A resolution proposed at any general meeting pursuant to Articles 12.16.1 to 12.16.8 (AGM Business) will require a simple majority. A resolution proposed under Article 12.16.9 will require such majority as is required depending on whether such business includes a resolution proposed as an Ordinary or Special Resolution

12.19 No Article shall be repealed or altered and no new Article adopted except by a 75% majority of those attending and voting at a General Meeting of which not less than 21 days clear notice is given

13. PROXIES AND REPRESENTATIVES

13.1 Any member of the Company may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement informing the member of his rights to appoint a proxy

13.1.1 A proxy must be addressed to a member entitled to speak and vote at a general meeting, be authenticated by the appointer, and be in or contain the information set out in the following form:

[I/We], [name] of [address] being [a member/members] of the above-named company hereby appoint [name] of [address] or failing [him/her] [name] or [address] as [my/our] proxy to vote in [my/our] name[s] and on [my/our] behalf at the general meeting of the Company to be held on [date and time] and at any adjournment.

[Directions, if any, as to how the proxy is required to vote]

Unless otherwise instructed the proxy shall vote as he or she thinks fit.

Dated this day of

Signature(s) of appointer member(s)

- 13.2 Where the Company has given an electronic address in a notice calling a meeting, and in an instrument of proxy or invitation to appoint a proxy in relation to the meeting, any document or information relating to proxies for that meeting may, subject to any conditions or limitations specified in the notice, be sent by electronic means to that address. Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, a proxy, and notice of termination of the authority of a proxy
- 13.3 The instrument appointing a proxy must be received by the Company no later than the following time:
- 13.3.1 in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;
- 13.3.2 in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll;
- 13.3.3 in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded.
- 13.3.4 In calculating the periods in this Article, no account shall be taken of any part of a day that is not a working day
- 13.4 In default of compliance with this Article the instrument of proxy shall not be treated as valid. A valid instrument of proxy shall be deemed, unless expressing the contrary, to confer authority to demand or join in demanding a poll. An otherwise valid instrument of proxy shall only be deemed invalid if a revocation of proxy, in whole or in part, shall be received by the Company AND/OR the appointee prior to the exercise of the proxy at the meeting or the adjourned meeting."

14. NOTICES AND MEETINGS

- 14.1 The following Articles 14.2 to 14.5 apply to meetings and notices given to the Board, committees of the Board and the Company in General Meeting and "Company Member" means a Director, committee member or a Company Member as the context requires
- 14.2 Any notice to be given under these Articles must be in writing or be given by Electronic Communication. The Company may give any notice to a Company Member by handing it to him personally or by sending it by first class post (airmail in the case of overseas Company Members who have given no address for service within the United Kingdom) in a prepaid envelope addressed to the Company Member at the address shown in the Company's Register of Members or by leaving it at that address or by giving it using Electronic Communication to any address given to the Company by the Company Member

- 14.3 A Company Member present in person at any meeting is taken to have received notice of the meeting and where necessary of the purposes for which it was called
- 14.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice is deemed to be given at the expiration of 48 hours after it was handed to the Company Member, posted or (as the case may be) sent by Electronic Communication

15. MINUTES AND ACCOUNTS

The Company Secretary shall keep full and correct minutes of all proceedings of the Company, the Board and of all committees which shall be produced at every Directors' meeting and shall also keep such accounts as may be required by the Board. He shall make up the Annual Accounts of the Company to 31st December which shall be verified by the auditor who shall be a chartered accountant not being a Club Member

16. INTERESTS OF DIRECTORS

- 16.1 Subject to the provisions of the Act and provided that he has disclosed to the Board the nature and extent of any material interest of his a Director
- 16.1.1 May be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested
- 16 1 2 May be a director or other officer of or employed by or a party to any transaction or arrangement with or otherwise interested in any organisation in which the Company is interested
- 16.1.3 Is not accountable to the Company for any benefit which he derives from any circumstance described in Articles 16.1.1 or 16 1 2 and no transaction or arrangement described in those Articles is voidable because of any Director's interest or benefit
- 16 2 For the purpose of this Article a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified and an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

17. COMPANY SECRETARY

The Company must have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting anything required or authorised to be done by or to the Secretary may be done by the Club Secretary or by any Director authorised generally or specifically for that purpose by the Board

18. SEAL

The Company is not required to have a common seal. If the Company has a common seal it may only be used by the authority of the Board. Every document bearing an impression of the common seal must be signed by a Director and countersigned by the secretary or by a second Director.

19. BYE-LAWS

- 19.1 The Board may from time to time make, alter and repeal Bye-Laws for any purposes required for the effective operation of the Company or the furtherance of the Objects or for the effective operation of the Club.
- 19.2 Notice of alterations to any of the Bye-Laws or policies of the Company or the introduction of any new policies must be given by electronic communication by the Board to Club Members who have given notice of their e-mail address to the Company Secretary and, in addition, a notice giving details of such alterations or additions shall be posted on the Club notice board for a period of not less than fourteen days.
- 19.3 All Bye-Laws so long as they are in force are binding on all Club Members even if they have not received notice of such Bye-Laws.
- 19.4 No Bye-Laws may be inconsistent with or affect or repeal anything contained in the Articles of Association of the Company or be in breach of any statutory provision.
- 19.5 All Club Members shall accept as final the Board's interpretation of the Bye-Laws of the Company and decisions thereon subject to the procedures set out in the Club's Dispute Resolution & Disciplinary Policy dated March 2014 as amended from time to time.
- 19.6 Lady Club Members are empowered to draft Bye-Laws pertaining to election of their own committees, Captain, Vice-Captain and Honorary Secretary in order to specifically organise their own matches, competitions and handicap system. Such Bye-Laws including any subsequent amendments shall be subject to approval by the Board and shall not supersede these Articles. Arrangements for all fixtures shall be co-ordinated with the Club Secretary.

20. MISCELLANEOUS

20.1 *Expenses*

- 20.1.1 All Club Members are required to pay every expense they incur in premises used by the Company before leaving the premises.
- 20.1.2 The Company accepts no liability for any damage or loss of any property of Club Members or of any person using the Company's facilities.

20.2 *Complaints*

20.2.1 All complaints shall be made in writing to the Club Secretary who if he shall be unable to deal with them shall submit them to the Board whose decision shall be final

20.2 2 In no instance shall an employee be reprimanded directly by any Club Member. Club Members complaining shall have the right of having the matter adjudicated upon by the Board

20 3 *Rules of Golf*

The rules of the game of golf shall be those adopted by the Royal and Ancient Club of St Andrews so far as is applicable and the Company's local rules. The Board are empowered to decide all questions arising on these rules and their decision shall be final

20.4 *Sale of Excisable Articles*

20.4.1 The supply and purchase of liquor shall be the responsibility of the Board

21. **INDEMNITY**

21.1 Subject to the Act but without affecting any indemnity to which he may otherwise be entitled every Director and every Officer of the Company will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and 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 by the Court

21.2 Subject to the Act the Company may purchase and maintain for any Director or for any Officer of the Company insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 21.1

Signed

Signed

Date

President

Coppany Secretary

Date

22. FORM OF MEMBERSHIP APPLICATION

The form of the application for membership referred to in Article 8.2 is as follows:

"To the Board of East Berkshire Golf Club Limited

I, *[Name]*

of *[Address]*

wish to become a Company Member of East Berkshire Golf Club Limited, subject to the provisions of the Articles of Association of the Company I agree to pay to the Company an amount of up to £1 if the Company is wound up while I am a Company Member or within a period of 12 months after I have left the Company I agree to be bound by the Articles of Association and Bye-Laws of the Company.

Signature

Date

PROPOSERS

Signature

Name

Signature

Name