

# Articles of Association

## THE COMPANIES ACT 2006

### A Company Limited by Guarantee and not having a Share Capital

## ARTICLES OF ASSOCIATION OF HEATON MOOR GOLF CLUB LIMITED

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**PART 1: INTERPRETATION AND LIMITATION OF LIABILITY**

**1 Defined terms**

In these Articles, unless the context requires otherwise:

“**the Act**” means the Companies Act 2006 unless otherwise specified

“**Articles**” means the Company’s Articles of Association;

“**Bye Law**” means a bye law for the running of the facilities provided by the Company made by the Directors in accordance with these Articles;

“**Local Rule**” means a local rule, in accordance with the Rules of Golf, for the playing of golf made by the Directors in accordance with these Articles;

“**The Board**” has the meaning given in Article 7.2;

“**General Meeting**” either the Annual General Meeting or an Extraordinary General Meeting or both.

**The Company** means Heaton Moor Golf Club Limited

“**The Club**” means Heaton Moor Golf Club Limited

“**Director**” means a Director of the Company and includes any person occupying the position of Chairman or Director, by whatever name called;

“**Document**” includes, unless otherwise specified, any document sent or supplied in electronic form;

“**Electronic Form**” has the meaning given in section 1168 of the Act;

“**Voting Member**” has the meaning given in Article 5.1.1;

“**Guarantee**” means the guarantee set out in Clause 5 of the Memorandum of Association of the Company;

“**Insolvency**” means bankruptcy proceedings in a jurisdiction which have an effect similar to bankruptcy;

“**Member**” has the meaning given in section 112 of the Act but subject to Articles 3, 4 and 5;

“**Ordinary Resolution**” has the meaning given in section 282 of the Act;

“**Special Resolution**” has the meaning given in section 283 of the Act;

“**Ballot**” means Poll as defined in Section 321 and 322 of the Act.

“**Participate**”, in relation to a Directors’ meeting, has the meaning given in Article 16

“**Proxy Notice**” has the meaning given in Article 38;

“**Subsidiary**” has the meaning given in section 1159 of the Act;

“**Writing**” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise; and unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Club. Use of the masculine gender will import the feminine and use of the singular will import the plural, as appropriate to the context.

## **2 Liability of Members**

2.1 The liability of each Voting Member is limited to £1, being the amount that each Voting Member undertakes, in terms of the Guarantee, to contribute to the assets of the Club in the event of its being wound up while he is a Voting Member or within one year after he ceases to be a Voting Member.

## **PART 2: MEMBERS**

### **3 Becoming a Member and Members’ Obligations**

3.1 Every person who, at the date of registration of the Club, was a Member or Honorary Life Member of Heaton Moor Golf Club and who within such period as the Directors may appoint, agrees to become a Member of the Club will be either a Voting or Non-Voting Member, the category of membership being determined by that person’s then existing category of membership of Heaton Moor Golf Club, and such other persons as are admitted to Membership in accordance with these Articles will also be Voting or Non-Voting Members of the Club.

3.2 No person will thereafter become a Member unless:

3.2.1 that person has completed an application for Membership in the manner established by the Directors, and

3.2.2 the Directors have approved the application.

3.3 Membership of the Club shall be open to anyone interested in golf on application, irrespective of ethnicity, nationality, gender, sexual orientation, religion, belief, age or disability, except as a necessary consequence of the requirements of golf. The Club may have different classes of membership and subscriptions on a non-discretionary and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating. The Club Board may refuse membership or remove it, only for good cause such as misconduct or character likely to bring the Club or sport into disrepute. Appeal against refusal may be made to the members in accordance with the Membership Appeals Procedure and Process of Heaton Moor Golf Club Limited.

3.4 The Directors may from time to time establish maximum numbers of members for each or any category of Membership and may establish a waiting list for each or any category.

3.5 The Directors may from time to time create new membership categories on such terms and on such conditions as they deem appropriate, such categories, terms and conditions to be published as Bye Laws.

3.6 For the purposes of these Articles and the Bye Laws, and unless specified otherwise, all the persons described in this Article 3 will be referred to as "Members" and their relationship with the Club will be referred to as "Membership".

3.7 A Member on payment of his joining fee, if applicable, and annual subscription will be considered to have submitted himself to these Articles and the Bye Laws and on that condition alone, will be allowed to enjoy all the privileges of Membership appropriate to their category of Membership as defined in the Bye Laws.

3.8 Membership is not transferable.

#### **4 Termination of Membership and Re-admission**

4.1 A Member may at any time withdraw from the Club by giving 7 days' notice in writing to the Club. The member may remain liable for the subscription and any joining fee or levy that may apply for the membership year in which they resign. No refunds of subscriptions, joining fee or levy shall be given unless agreed by the Board. The Club reserves the right to pursue any outstanding amounts through any legal means available to it.

4.2 A person's Membership terminates when that person dies.

4.3 The Directors may, at their discretion, readmit any former Member whose Membership has terminated for any reason. Any person readmitted under this Article will be liable for any joining fee, levy and annual subscription or proportion applicable to the category of Membership in which he is readmitted. The Directors may, at their discretion, waive or reduce payment of the joining fee and/or levy if this has been paid previously by the Member being readmitted.

4.4 The Directors may terminate a Member's Membership in accordance with Article 6.7 or Part 6 of these Articles, as appropriate.

#### **5 Categories of Membership and Sections**

##### **5.1 Voting Members**

5.1.1 Only members who have reached their 18th birthday will be Voting Members.

5.1.2 The categories of Voting Membership will be as set out in the Bye Laws.

5.1.3 Only Voting Members will be entitled to vote at General Meetings of the Club.

5.1.4 Only Voting Members will be eligible to serve as a Director, Club Secretary or serve on Sub Committees.

5.1.5 Only Voting Members will be liable for the Guarantee.

5.1.6 No person in arrears of payment of any sum due by him to the Club by way of joining fee, annual subscription or levy (or any instalment, balance or proportion of it) will be permitted to vote at any General Meeting.

##### **5.2 Honorary Life Members/Honorary Members**

Honorary Life Membership may, by Special Resolution at the Annual General Meeting of the Club, be granted to any person who, in the opinion of the Voting Members, merits that honour. Honorary Life Members so admitted, and those who were Honorary Life Members of Heaton Moor Golf Club on the date of registration of the Club, will have the same rights and obligations as seven day members but will pay no annual subscription.

The Men's Captain, Ladies' Captain and President will automatically become Honorary Members of the Club for their year of office and as such will pay no annual subscription.

(The Board has the discretion to make additional funds available to the Men's Captain, Ladies' Captain or President to cover expenses incurred during their year of office.)

### **5.3 Non-Voting Members**

Any person who is not a Voting Member is afforded the privilege of using the facilities provided by the Club as determined by the Bye Laws. The categories of Non-Voting Membership applying will be as set out in the Bye Laws.

### **5.4 Sections**

Groups of Members will be permitted to form or maintain sections within the Club for the purpose of promoting the playing of golf provided that:

- (a) the rules of any such section are set out in a proper constitution which has been approved by the Directors and has been published as an appendix to the Bye Laws; and
- (b) such constitution is not inconsistent with the Rules of Golf or these Articles; and
- (c) financial records are kept and audited accounts are produced for the Annual General Meeting of that Section and copies of those audited accounts provided to the Finance Director. All monies held by any Section shall be the property of the Club and be dealt with as directed by the Board; and
- (d) the criteria for entry to any such Section are lawful and have been approved by the Directors as being consistent with these Articles and have been published as an appendix to the Bye Laws.

### **6 Entry Fees, Annual Subscriptions, Levies and Green Fees**

6.1 The Directors may from time to time determine whether any person admitted to any or all categories of Membership (other than to Honorary Life Membership) should be liable to pay an entry fee and, if so, what amount. Details of any entry fees will be published in the Bye Laws.

6.2 Every Member (other than an Honorary Life Member) will pay an annual subscription, to be used exclusively to meet the cost of providing the facilities made available by the Club. The date(s) that annual subscriptions are due for payment and the acceptable methods of payment will be agreed by the Board and communicated to members.

6.3 The Directors may from time to time vary the annual subscription rates of all or any category of membership by up to 3% of the existing subscription rate. Any increase above this amount must be authorised by an ordinary resolution passed by the Voting Members in a General Meeting.

6.4 The Directors may require an amount to be credited to a member's bar swipe cards annually in addition the annual subscription. Members acknowledge that any portion of this credit remaining at the end of the subscription year will lapse.

6.5 The Directors may, if authorised by a Special Resolution passed by the Voting Members in a general meeting, levy all or some of the Voting Members for payment of such sum and in such proportion as the Directors consider necessary. Full details of any levy and repayment terms will be in the Bye Laws.

6.6 The Directors will determine from time to time the Green Fees to be paid by visitors. No visitor will be permitted to commence play until the appropriate Green Fee has been paid to the Professional or another Club representative.

6.7 Any Member, who has not paid his joining fee, annual subscription or levy (or any instalment, balance or proportion of it) within 30 calendar days of its falling due, will be reminded in writing of the arrears by the Club and from that date lose all playing rights until

payment of the arrears is received. If the arrears remain unpaid after a further period of 14 calendar days, at the discretion of the Board his membership may be terminated.

### **PART 3: DIRECTORS AND OFFICERS**

#### **7 Directors' General Authority**

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

7.2 The Club will be managed by a Board that will comprise the Chairman, four Directors and the Club Secretary (who will not have a vote). Roles and Responsibilities for the Chairman, four Directors and the Club Secretary will be produced and published on the members' area of the Club website along with the Terms of Reference for The Board and main Sub-Committees.

7.3 The Board shall ensure that the income and property of the Club shall be applied solely towards the promotion of its objectives in its Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise of profit, to any member of the Club.

#### **8 Members' Reserve Powers**

8.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, a specified action.

8.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **9 Election of Directors and Club Secretary**

9.1 There will be a Chairman and four Directors who will be responsible for Finance, Golf, Clubhouse and Marketing.

9.2 The Chairman and Directors will be elected by the Club at its Annual General Meeting. Each will hold office for 3 years but those elected at the Annual General Meeting next occurring after the date of adoption of these Articles shall select (by ballot) 2 of their number to stand for re-election at the 2019 Annual General Meeting and a further 2 for re-election at the 2020 Annual General Meeting. Thereafter new and successive members of the Board shall serve for a period of 3 years. Directors will retire at the Annual General Meeting of the Club following expiry of the term for which they were appointed. A Director will be entitled to stand for re-election at the Annual General Meeting of the Club following the expiry of their term but no person may serve as a Director for more than 6 consecutive years unless authorised by a Special Resolution passed by the Voting Members at the Annual General Meeting.

9.3 The Club Secretary will be elected at the Annual General Meeting and will hold office for 3 years. The Club Secretary will be entitled to stand for re-election at the Annual General Meeting of the Club following the expiry of their term but no person may serve as Club Secretary for more than 6 consecutive years unless authorised by a Special Resolution passed by the Voting Members at the Annual General Meeting.

9.4. The process and timetable for nominating Chairman, Directors and the Club Secretary for election at the Annual General Meeting will be published in a Bye Law.

9.5 The Directors may fill any vacancy in their number including the Club Secretary at any time from the Voting Members. Any Voting Member chosen to fill a vacancy shall stand

down at the next Annual General Meeting but will be eligible for election at that Annual General Meeting, subject to the process for nomination set out in the Bye Laws.

## **10 Termination of Director's Appointment**

10.1 A person ceases to be a Director as soon as:

- (a) they cease to be a Voting Member;
- (b) he gives the Chairman one calendar months' notice in writing that he resigns his office;
- (c) there is an Ordinary Resolution passed at a General Meeting requiring him to retire in accordance with the procedure laid down in the Companies Act;
- (d) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (e) an order for sequestration or bankruptcy order is made against that person;
- (f) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (g) 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 a minimum of 3 months;
- (h) 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;

## **11 Directors may Delegate**

11.1 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; and
- (e) on such terms and conditions as they think fit.

11.2 At any time the Directors may revoke any delegation in whole or in part, or alter its terms and conditions.

## **12 Committees**

12.1 Committees or individuals to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Directors.

12.2 The Directors may make rules or procedures for all or any committee or individual to whom powers are delegated. Details of such will be published in the Bye Laws.

12.3 There will normally be three sub-committees, Golf, Clubhouse and Marketing and these will normally be chaired by the appropriate Director. The number of members of each sub-committee, excluding the Chairman, will be between 3 and 8.

12.4 The process and timetable for identifying sub-committee members will be published in a Bye Law.

12.5 The terms of reference for sub-committees will be published in the member's area of the Club's website.

12.6 From time to time the number of sub-committees can be increased or decreased by the Directors.

## **13 Directors to take Decisions Collectively**

13.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 14.

#### **14 Unanimous Decisions**

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

14.2 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

#### **15 Calling a Board Meeting**

15.1 Board Meetings will normally be held monthly at a time and place agreed by the Directors, but in any event a Board Meeting must be held every three months.

15.2 Any Director may call a Board meeting by giving notice to the Directors or by authorising the Club Secretary to give such notice.

15.3 Notice of any Board meeting, which must be given to each Director but need not be in writing, and must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate during the meeting.

#### **16 Participation in Board Meetings**

16.1 Subject to these Articles, Directors participate in a Board Meeting, when:

(a) the meeting has been called and takes place in accordance with these Articles; and

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

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

16.3 Directors may invite any other persons as they consider appropriate to participate in, but not vote at, Board meetings.

#### **17 Quorum for Directors' Meetings**

17.1 At a Board Meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 The quorum for a Board Meeting may be fixed from time to time by a decision of the Directors and will, until such further decision has been taken, be three voting members.

17.3 If the total number of eligible Directors available at any time is less than the quorum required, the Directors must not take any decision other than a decision:

(a) to appoint further Directors; or

(b) to call a General Meeting so as to enable the Voting Members to appoint further Directors.

#### **18 Chairing of Directors' Meetings**

18.1 The Chairman will chair all Board Meetings. The Directors shall appoint one of their number to act as Deputy Chairman.

18.2 If neither is available to participate in the meeting, those Directors participating may appoint a Chairman of the meeting from their number.

#### **19 Casting Vote**

19.1 If the numbers of votes for and against a proposal are equal, the Chairman of the meeting has the casting vote.



## **20 Conflicts of Interest**

20.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement in which a Director has any interest, that Director is required to leave the meeting whilst the matter is discussed and if necessary voted on.

## **21 Records of Decisions to be kept and Communication**

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

21.2 The Directors will provide a report to members at least every 4 months and this will provide financial and other relevant information.

## **22 Accounts to be Kept**

22.1 The accounting reference date of the Club will be 31st December but, subject to the provisions of the Act, the Directors may alter the accounting reference date and make the necessary consequential amendments to these Articles.

22.2 The Directors will nominate an individual(s) or external organisation to “audit” the Club’s financial records and report on these. The Board’s nomination must be voted on at the Club’s Annual General meeting and will require to be accepted by a simple majority.

The Club’s Report and Accounts will be presented to the Club’s Annual General Meeting by the Finance Director and will require to be accepted by a simple majority of the Voting Members at the Annual General Meeting.

## **23 Company Secretary**

23.1 The Directors may, if they feel it necessary, appoint a person to act as Company Secretary. Failing appointment of another person, the Finance Director will act as Company Secretary.

## **24 Directors’ Discretion to make Further Rules**

24.1 The Directors may, subject to Article 40/41, create, amend or repeal Bye Laws.

## **25 Spending and Borrowing Powers**

Board shall not: -

25.1 incur or authorise capital expenditure on the clubhouse, machinery, land or buildings in excess of the sum of 15% of previous year’s membership subscriptions in respect of any one transaction or series of transactions without the specific authority of a Special Resolution at a General Meeting;

25.2 create any mortgage, debenture or other charge upon all or any part of the property or assets of the Club without the specific authority of a Special Resolution at a General Meeting;

25.3 shall not sell any part of the clubhouse, land or buildings without the specific authority of a Special Resolution at a General Meeting;

25.4 incur or borrow money for the purposes of the Club, either at one time or from time to time in a period of 12 months, in excess of 10% of the previous year’s membership subscriptions without the specific authority of a Special Resolution at a General Meeting.

## **26 Directors’ and Club Secretary remuneration and expenses**

26.1 The Directors and Club Secretary will not be paid or remunerated in any way by the Club.

26.2 The Club may pay any reasonable expenses which the Directors or Club Secretary properly incur in connection with activities undertaken on behalf of the Club.

## **PART 4: GENERAL MEETINGS**

### **27 Calling of General Meetings**

27.1 The Annual General Meeting of the Club will normally be held on the first Saturday in March at a time and place determined by the Board. At least 14 days before the Annual General Meeting all eligible Members must receive notice of the meeting and details of the business to be transacted at the meeting and a copy of the Club's Financial Report and Accounts. All other General Meetings will be called Extraordinary General Meetings.

27.2 An Extraordinary General Meeting of the Club (at which an Ordinary or Special Resolution may be put):

(a) may be called at any time by the Board; and

(b) must be called by the Board upon a written request signed by not fewer than 15 Voting Members.

27.3 A request to call an Extraordinary General Meeting will be delivered to the Club as specified in Article 43.2. Such request:

(a) must specify the object or objects of the meeting;

(b) state the general nature of the business to be dealt with at the meeting; and

(c) may include the text of a resolution that may properly be moved and is intended to be moved by the meeting.

27.4 If the Board are so requested to call an Extraordinary General Meeting, they must call a meeting:

(a) within 7 clear days from the date of the request being received, providing all eligible Members with notice of the meeting and details of the business to be transacted at the meeting; and

(b) the meeting must be held on a date not more than 14 clear days after the date of the notice convening the meeting.

27.5 Subject to Article 36, at an Extraordinary General Meeting no business other than that specified in the request to call it may be considered.

27.6 Except as permitted or required by the Act, every General Meeting of the Club will be called by notice addressed to each eligible Member issued not less than 14 clear days before the date on which the meeting is to be held and in a form as prescribed by the Act.

27.7 The accidental omission to give notice of any meeting to or the non-receipt of such notice by any member shall not invalidate the proceedings of that meeting.

### **28 Resolutions Proposed by Members**

28.1 For the purpose of illustration only, and subject to Articles 33 and 34:

(a) an Ordinary Resolution will be appropriate where its subject relates, for example, to the creation or amendment of a Bye Law or another matter relating to the general running of the Club; and

(b) a Special Resolution will be appropriate where its subject relates, for example, to the amendment of these Articles or another matter relating to the constitution of the Club, or where this is required by the Companies Acts or where the Board consider that a Special Resolution is appropriate.

28.2 Voting Members may propose an Ordinary Resolution to be put to the Club at its Annual General Meeting. The proposed resolution must be:

- (a) signed by at least 2 Voting Members, a proposer and a seconder; and
- (b) delivered to the Club not less than 30 clear days before the date of the Annual General Meeting.

28.3 Voting Members may propose a Special Resolution to be put to the Club at its Annual General Meeting. The proposed resolution must;

- (a) be signed by at least 15 Voting Members; and
- (b) be delivered to the Club not less than 30 clear days before the date of the Annual General Meeting; and
- (c) state that it is a Special Resolution.

## **29 Quorum for General Meetings and Adjournment**

29.1 At all General Meetings of the Club attendance by 15% of the total Voting Members will constitute a quorum.

29.2 No business other than the appointment of a Chairman is to be transacted at a General Meeting unless a quorum is present.

29.3 If, within half an hour from the time appointed for the meeting, a quorum is not present or if during the meeting a quorum ceases to be present, the Chairman must adjourn it:

(a) if the meeting has been convened by the Directors, it will be adjourned to a time not more than 14 clear days from the date of that meeting and if, at the adjourned meeting, a quorum is not present within half an hour of the time appointed for the meeting, those Voting Members present will be a quorum.

(b) if the meeting has been convened at the request of Voting Members as provided in Article 28 it will be dissolved.

29.4 The Chairman of the meeting may adjourn a General Meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

29.5 The Chairman of the meeting must adjourn a general meeting if directed to do so by a simple majority of Voting Members present at the meeting.

29.6 When adjourning a General Meeting, the Chairman of the meeting must:

(a) either specify the time and place the adjourned meeting will be held or that it will be held at a time and place to be fixed by the Directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting but in any event set a date within 14 clear days of the adjourned meeting.

29.7 No business may be transacted at an adjourned General Meeting other than that which was scheduled to be transacted at the original meeting had it not been adjourned.

## **30 Chairing General Meetings**

30.1 The Chairman or Deputy Chairman, appointed in accordance with Article 18, will preside at every General Meeting of the Club.

30.2 If neither the Chairman nor the Deputy is present within 15 minutes after the time at which the meeting was due to start, or if neither is willing to chair the meeting, then either;

(a) the Directors present; or

(b) if no Directors are present, those Voting Members present

must appoint a Director or other Voting Member to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

### **31 Attendance and Speaking at General Meetings**

31.1 A Voting Member is able to exercise the right to speak at a General Meeting when that Member is in a position to communicate to all of those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

31.2 The Directors may make whatever arrangements they consider appropriate to enable those Members attending the meeting to speak or vote at it, as appropriate.

31.3 The Chairman of the meeting may permit other persons who are not Voting Members to attend and speak at a General Meeting.

### **32 Voting at General Meetings**

32.1 Every Voting Member has 1 vote.

32.2 A resolution put to the vote of a General Meeting must be decided on a show of hands unless a ballot is duly demanded in accordance with these Articles.

32.3 The majorities required for the passing of resolutions at a General Meeting of the Club will be:

(a) for an Ordinary Resolution, a simple majority of Voting Members voting;

(b) for a Special Resolution, 75% of Voting Members voting.

32.4 At any General Meeting no business other than that specified in the notice calling it will be considered.

32.5 At all General Meetings of the Club the Chairman, or in his absence the Deputy Chairman or in the absence of both the Chairman of the Meeting as defined in Article 30.2, will have both a deliberative and a casting vote.

### **33 Ordinary Resolutions**

33.1 An Ordinary Resolution of the Members means a resolution that may be and is passed by a simple majority of Voting Members as set out in Articles 33.2, 33.3, as appropriate.

33.2 An Ordinary Resolution is passed by a simple majority if it is passed by a majority of those Voting Members entitled to vote at the General Meeting who have made arrangements (as provided in these Articles) to do so.

33.3 A resolution passed on a show of hands at a meeting is passed by a simple majority if it is passed by Voting Members who vote in person at the meeting or by proxy on the resolution.

33.4 A resolution passed on a ballot taken at a meeting is passed by a simple majority if it is passed by Voting Members who vote in person at the meeting or by proxy on the resolution.

33.5 Anything that may be done by Ordinary Resolution may, if the Directors consider it appropriate, also be done by Special Resolution.

### **34 Special Resolutions**

34.1 A resolution is not a Special Resolution unless the notice of the meeting contained the text of the resolution and stated that it was proposed as a Special Resolution; if the resolution is so stated, it may only be passed as a Special Resolution.

34.2 A Special Resolution of the Members means a resolution that requires to be and is passed by a majority of not less than 75% as set out in Articles 34.3, 34.4, as appropriate.

34.3 A resolution passed at a meeting on a show of hands is passed by a majority of not less than 75% if it is passed by not less than 75% of:

(a) the Voting Members who, being entitled to do so, vote in person on the resolution; and

(b) the persons who vote on the resolution as duly appointed proxies of Voting Members entitled to vote on it.

34.4 A resolution passed on a ballot taken at a meeting is passed by a majority of not less than 75% if it is passed by Voting Members representing not less than 75% of total Voting Members who, being entitled to do so, vote in person or by proxy on the resolution.

### **35 Errors and Disputes**

35.1 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.

35.2 Any such objection must be referred to the Chairman of the meeting whose decision is final.

### **36 Amendments to Resolutions**

36.1 An Ordinary Resolution to be proposed at a General Meeting may be amended by Ordinary Resolution if:

(a) notice of the proposed amendment is given to the Club in writing signed by at least 2 Voting Members, a proposer and a seconder, not less than 7 clear days before the meeting is to take place (or such later time as the Chairman of the meeting may determine); and

(b) the proposed amendment does not, in the opinion of the Board, materially alter the scope of the resolution.

36.2 A Special Resolution to be proposed at a General Meeting may not be amended.

### **37 Ballot Votes**

37.1 A ballot on a resolution may be demanded:

(a) in advance of the General Meeting where a resolution 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.

37.2 A ballot may be demanded by:

(a) the Chairman of the meeting; or

(b) the Board; or

(c) 2 or more Voting Members.

37.3 A demand for a ballot may be withdrawn if:

(a) the ballot has not yet been taken; and

(b) the Chairman of the meeting consents to the withdrawal.

37.4 Ballots must be taken immediately and in such manner as the Chairman of the meeting directs.

37.5 Ballots will be counted by the Club Secretary or Director and two other Voting Members selected by the Chairman of the meeting.

### **38 Proxy Notices**

38.1 Proxies may only validly be appointed by a Proxy Notice which:

(a) states the name and address of the Voting 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 the Voting 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.

38.2 Article 43 notwithstanding, the Club may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.

38.3 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.

38.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under its 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.

### **39 Delivery of Proxy Notices**

39.1 A person who is entitled to speak or vote (either on a show of hands or on a ballot) 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 or on behalf of that person no later than 48 hours before the date of the meeting.

39.2 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, and will be deemed to have been revoked if the person by whom it was given attends and participates in the General Meeting in person.

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

## **PART 5: CREATION, AMENDMENT AND THE REPEAL OF THE MEMORANDUM AND OF ASSOCIATION, BYE LAWS AND LOCAL RULES OF THE CLUB.**

### **40 Directors' Authority**

40.1 The Directors may create, amend or repeal Bye Laws for the conduct and management of The Club. Any Bye Law created or amended as set out in this Article must be for a purpose and not inconsistent with these Articles. No Bye Law or any amendment to it or repeal of it will be effective until the Bye Law as created or amended or notice of its repeal has been published by the Board to the Members. The initial Bye-laws shall be the Bye-laws appended to these Articles adopted on the same date as the date of adoption of these Articles.

Any new Bye Law or amendment to a Bye Law or repeal of a Bye Law agreed by the Board must be accepted by a simple majority of Voting members at the next Annual General Meeting but shall be valid and effective in all respects unless and until altered or repealed at the Annual General Meeting.

40.2 The Directors or their nominated representative on the Golf Sub Committee may create, amend or repeal Local Golf Rules. No Local Golf Rule or any amendment to it or repeal of it will be effective until the Local Golf Rule or amendment or notice of its repeal has been published by the Directors or their nominated representative on the Golf Sub Committee to the Members. The Local Golf Rule will be binding on Members from the date of publication and will remain in force until amended or repealed by the Directors or their nominated representative on the Golf Sub Committee.

A Local Golf Rule can be amended or repealed by an Ordinary Resolution at a General Meeting and must be repealed or amended if it is inconsistent with the Rules of Golf.

40.3 The Bye Laws will include but not exclusively:

Membership Categories

Nomination and Election Process for Directors and Club Secretary

Nomination and Election Process for Sub Committee membership

40.4 The Directors may propose amendments to these Articles and or the Memorandum of Association at by Special Resolution at a General Meeting.

## **41 Members' Rights**

41.1 Voting Members may propose the creation, amendment or repeal of Bye Laws by giving notice of a resolution to be put to the Club at its Annual General Meeting by means of an Ordinary Resolution.

41.2 Voting Members may propose the amendment of these Articles and the Memorandum of Association by Special Resolution at the Annual General Meeting or an Extraordinary General Meeting.

41.3 Voting Members may request the Directors consider the creation, amendment or repeal of a Bye Law. Any such request should be made in writing and to be signed by not fewer than 2 Voting Members, a proposer and seconder. The Directors will be obliged to decide whether or not to implement such a request within 30 days of the date of its receipt.

## **PART 6: MISCONDUCT**

All members are required, whether playing, on Club premises or representing the Club, to conduct themselves at all times in accordance with the accepted standards of playing etiquette and generally accepted standards of behavior expected by the Club.

A member may be liable to disciplinary action by the Club if a complaint is made that he;

42.1 Fails to uphold the traditions and etiquette of golf;

42.2 Displays conduct which is likely to injure or discredit the reputation of the Club or any of its members or violates or disregards the Rules and/or Articles of Association or Byelaws of the Club;

42.3 Commits a serious breach of the Rules of Golf as laid down by R&A or a serious or persistent breach of the Club Competition Conditions and/or Local Rules;

42.4 Conducts himself in a violent, abusive, bullying, harassing or intimidating manner or acts in an inappropriate manner in or around the Club to its employees or at any Club event or activity;

42.5 Has deliberately and with intent to deceive falsified any handicap, membership application or entry forms;

42.6 Has failed to comply with a reasonable request from a Club official representative or employee;

42.7 Makes a statement, which is likely to injure or discredit the reputation of the Club through the media, including Social Media sites, or has information published or broadcast without checking with the Club that it is factually correct;

Any complaint relating to misconduct by a Member will be dealt with in accordance with the Club Disciplinary Procedure.

## **PART 7: ADMINISTRATIVE ARRANGEMENTS**

### **43 Means of communication to be used**

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

43.2 Subject to these Articles, any communication which requires to be delivered to the Club will be required to be delivered to its Registered Office.

43.3 Subject to these Articles and to any provision of law the Club will be entitled to send any communication to a Member or a Director solely by electronic means unless that Member or Director has notified the Club that communication should be by another medium.

43.4 Any communication by the Club to a Member or a Director will be deemed to have been received 48 hours after the close of business on the day on which it was sent.

#### **44 Club Seals**

44.1 The Club will not have a common seal.

#### **45 No Right to Inspect Accounts and Other Records**

45.1 Except as provided for by law the Directors will from time to time determine whether and to what extent and at what times and places and under what conditions the accounts and books of the Club shall be open to the inspection of Members not being Directors, and no Member (not being a Director) is entitled to inspect any of the Club's accounting or other records unless authorised by the Directors or by an Ordinary Resolution at a General Meeting.

#### **46 Provision for Employees on Cessation of Business**

46.1 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Club or any of its subsidiaries (other than a Director or a shadow Director as defined in section 251 of the Act) in connection with the cessation or transfer to anybody of the whole or part of the undertaking of the Club or that subsidiary.

#### **47 Winding up or Dissolution of the Club**

47.1 The final decision regarding the transfer of property and assets of the Club, in accordance with Paragraph 7 of the Memorandum of Association, will be made by the voting members at an Extraordinary General Meeting of the Club.

#### **48 Directors' Indemnity**

48.1 Subject to sub-Article 49.2, a relevant Director of the Club will be indemnified out of the Club's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club;
- (b) any liability incurred by that Director in connection with the activities of the Club.
- (c) in his capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);
- (d) any other liability incurred by that Director as an Officer of the Club.

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

#### **49 Insurance**

49.1 The Directors may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant Director or other relevant person in respect of any relevant loss.

49.2 In this Article:

- (a) a "relevant Director" means any Director or former Director of the Club.
- (b) a "relevant person" means any Member or other person, not being a Director, carrying out any function on behalf of the Club;
- (c) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director or other relevant person in connection with that Director's duties or powers or any duties or powers delegated to such relevant person in relation to the Club.