

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**SALISBURY RUGBY FOOTBALL CLUB LIMITED (the “Company”)
(Company Number 05520915)**

Adopted by special resolution passed on 2018

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act means the Companies Act 2006 including any statutory modification or re-enactment of it;

Appointor has the meaning given in Article 16.1;

Articles means the Company’s articles of association for the time being in force;

Bankruptcy includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board means the board of directors for the time being;

Business Day means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

director means a director of the Company and includes any person occupying the position of director, by whatever name called;

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

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

Eligible directors means a director who would be entitled to vote on the matter at a Board meeting (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

Interested director has the meaning given in Article 11.1;

Member means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

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

Parent County Association means the relevant County Rugby Football Association (Constituent Body) of which this Company is a member or to which it is affiliated currently the Dorset and Wiltshire Rugby Football Union Limited;

participate in relation to a Board meeting, has the meaning given in respect of a directors' meeting in Model Article 10;

proxy notice has the meaning given in Model Article 31;

Rugby Football Union means the organisation of that name and registered under the Co-operative and Community Benefit Societies Act 2014 under number 27981R;

secretary means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

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

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

Youth Member means a Member who was under the age of 18 on the 1st September last.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- 1.8.1 2 (Liability of Members);
 - 1.8.2 8 (Unanimous decisions);
 - 1.8.3 9(1) and (3) (Calling a directors' meeting);
 - 1.8.4 11(2) and (3) (Quorum for directors' meeting);
 - 1.8.5 13 (Casting vote);
 - 1.8.6 14(1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.7 19 (Directors' remuneration);
 - 1.8.8 21 (Applications for membership);
 - 1.8.9 22 (Termination of membership);
 - 1.8.10 30(2) (Poll votes);
 - 1.8.11 31(1)(d) (Content of proxy notices);
 - 1.8.12 38 (Indemnity);
 - 1.8.13 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a);
and
 - 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.11 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2 **OBJECT**

- 2.1 The object for which the Company is established is to:
- 2.1.1 To provide facilities and to promote participation in the amateur game of Rugby Union Football in the Salisbury and surrounding area and to acquire by purchase lease or licence grounds for playing rugby football and for other purposes of the Company and to lay out and prepare such ground or grounds for rugby football and for other purposes of the Company, and provide stands, terraces, pavilions, club

houses, lavatories, refreshment rooms, changing rooms, bathrooms and all other conveniences and amenities in connection therewith; to promote physical training and other sports, games, exercises and pastimes, and in particular (but without prejudice to the generality of the foregoing) to employ rugby football players and other sportsmen, managers, coaches, trainers and other persons in connection with rugby football or other sports whether as professionals or otherwise; to establish and maintain teams for rugby football and other sports; to hold, conduct and arrange rugby football and other games, matches, competitions, athletic sports and displays; to use or permit the use of the grounds, clubhouses, facilities and other property of the Company for any sporting activity and for all forms of public and private entertainment or meeting, whether organised by the Company or not; to subscribe to any union, association or league formed to serve or promote the interests of any sport, to join in and promote competitions, and to contribute to and award prizes for sporting endeavour; to buy, sell and deal in goods and apparatus of all kinds in connection with rugby football or other sports, games and pastimes, and in all kinds of refreshments and consumable stores, to carry on business as restaurant and refreshment room proprietors and to apply for and hold licences for the sale of beers, wines and spirits.

- 2.1.2 To carry on any other sport activity trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the objects of the Company.
- 2.1.3 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- 2.1.4 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any trade marks, patents, copyrights, trade secrets or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- 2.1.5 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the activities or businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- 2.1.6 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, 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.
- 2.1.7 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 2.1.8 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 2.1.9 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 2.1.10 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 2.1.11 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 2.1.12 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 2.1.13 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures,

debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

- 2.1.14 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 2.1.15 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 may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 2.1.16 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 2.1.17 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 2.1.18 To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.
- 2.1.19 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- 2.1.20 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its members, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law).
- 2.1.21 To effect insurance's of all kinds.

- 2.1.22 To procure the Company to be registered or recognised in any part of the world.
 - 2.1.23 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
 - 2.1.24 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
- 2.2 None of the objects set forth in any sub-clause of this Clause 2 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
- 2.3 None of the sub-clauses of this Clause 2 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

3 RULES OF THE RUGBY FOOTBALL UNION

- 3.1 The Members and directors of the Company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to provide facilities for and promote the amateur sport of rugby union football in the Salisbury area and to ensure that others conduct themselves so that the business and affairs of the Company are carried out in accordance with the rules and regulations of the Rugby Football Union for the time being in force.
- 3.2 No proposed alteration of these Articles shall be authorised or adopted by the Company unless such alteration has been approved in writing by the Rugby Football Union not less than 14 days before the day on which the alteration is placed before the Members (whether at a general meeting or by means of a written resolution for approval).
- 3.3 The Company shall send written notification (if and so far as may be lawfully possible in the circumstances) to the Rugby Football Union, and, in any other case, to its Parent County Association before:
- 3.3.1 the commencement of a compulsory or voluntary liquidation or any other form of Bankruptcy or winding up;
 - 3.3.2 the Company enters into any agreement or arrangement by or under which the whole of its assets and goodwill are to be sold or transferred to any other person, firm or company;
 - 3.3.3 the convening of a meeting of creditors of the Company;
 - 3.3.4 the appointment of a receiver, administrative receiver, manager or administrator of the Company;

- 3.3.5 the Company ceases for any reason to carry on business;
- 3.3.6 the Company becomes a holding company or a subsidiary company as defined by section 1159 of the Act; or
- 3.3.7 the Company makes any other material change to its corporate status or financial structure.

4 INCOME

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member, Board Member or servant of the Company for any services rendered to the Company unrelated to his capacity as a Member or Board Member;
 - 4.2.2 any interest on money lent by any Member or any Board Member at a reasonable and proper rate; or
 - 4.2.3 reasonable and proper rent for premises demised or let by any Member or Board Member.

5 WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to the Rugby Football Foundation, registered charity number 1100277.

6 GUARANTEE

- 6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for
 - 6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,
 - 6.1.2 payment of the costs, charges and expenses of the winding up, and
 - 6.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS AND DECISIONS OF THE BOARD

7 UNANIMOUS DECISIONS

- 7.1 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.

7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

7.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum.

8 **BOARD MEETINGS**

8.1 The Board shall hold such number of meetings as it considers appropriate to discharge its responsibilities but such shall be at least 4 per calendar year.

8.2 Any director may call a Board meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.

8.3 Notice of a Board meeting shall be given to each director in writing.

8.4 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the Board meeting.

9 **QUORUM FOR BOARD MEETINGS**

9.1 The quorum for the transaction of business at a Board meeting is three Eligible directors PROVIDED that where any Eligible directors are related to each other or are cohabiting with each other they shall together be counted as one Eligible director for the purposes of calculating the quorum.

9.2 If the Eligible director(s) in office for the time being is insufficient to achieve the quorum required at the time when the meeting proceeds to business, the Eligible directors must not take any decision other than a decision to call a general meeting so as to enable the Members to appoint further directors.

10 **CASTING VOTE**

10.1 If the numbers of votes for and against a proposal at a Board meeting are equal, the chairman or other Board Member chairing the meeting has a casting vote.

10.2 Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other Board Member is not an Eligible Board Member for the purposes of that meeting (or part of a meeting).

11 **BOARD MEMBERS' CONFLICTS OF INTEREST**

11.1 The Board Members may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any Board Member which would, if not authorised, involve a director (an **Interested director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

11.2 Any authorisation under this Article 11 shall be effective only if:

11.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be

- proposed to the Board under the provisions of these Articles or in such other manner as the directors may determine;
- 11.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested director; and
- 11.2.3 the matter was agreed to without the Interested director voting or would have been agreed to if the Interested director's vote had not been counted.
- 11.3 Any authorisation of a Conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently):
- 11.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 11.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at Board meetings or otherwise) related to the Conflict;
- 11.3.3 provide that the Interested Director shall or shall not be an Eligible director in respect of any future decision of the Board in relation to any resolution related to the Conflict;
- 11.3.4 impose upon the Interested director such other terms for the purposes of dealing with the Conflict as the Board think fit;
- 11.3.5 provide that, where the Interested director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 11.3.6 permit the Interested director to absent himself from the discussion of matters relating to the Conflict at any Board meeting and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 11.4 Where the Board authorise a Conflict, the Interested director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Board in relation to the Conflict.
- 11.5 The Board may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested director prior to such revocation or variation in accordance with the terms of such authorisation.
- 11.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Board in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- 11.7 Pursuant to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, the Interested director must declare the nature and extent of his interest in accordance with the requirements of the Act, and a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 11.7.1 shall not be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 11.7.2 shall not be an Eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 11.7.3 shall not be entitled to vote at a Board meeting (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 11.7.4 where he acts by himself or his firm in a professional capacity for the Company (otherwise than as auditor) he or his firm shall not be entitled to remuneration for professional services as if he were not a Board Member;
 - 11.7.5 shall not be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 11.7.6 shall be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate.

11.8 The Board shall keep a record of all Conflicts and interests disclosed under this Article 11.

12 **NUMBER OF DIRECTORS**

There shall always be at least three directors on the Board who are not related to any other director on the Board and are not cohabitating with any other director on the Board.

13 **GRATUITIES AND PENSIONS**

The directors shall not be entitled to receive any payments, pensions, gratuities or benefits of any kind from the Company in and for their role as directors.

14 **RETIREMENT OF DIRECTORS**

- 14.1 Directors shall retire at the close of the next annual general meeting held following their appointment (excluding the meeting at which they are appointed).
- 14.2 Retiring Directors shall be eligible re-election.
- 14.3 No Director shall serve for more than nine consecutive years, unless the Board consider it would be in the best interests of the Company for a particular Director to continue to serve beyond that period and that Director is reappointed in accordance with the Articles.

15 **DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS**

The office of a Board Member shall be vacated if such person is subject to a decision of the Rugby Football Union that such person be suspended from holding such office or from taking part in any activity relating to the administration or management of a rugby football club. Model Article 18 shall be modified accordingly.

16 **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

16.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

16.1.1 exercise that director's powers; and

16.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the Board, in the absence of the Appointor.

16.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Board.

16.3 The notice must:

16.3.1 identify the proposed alternate; and

16.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

17 **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

17.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the Board as the Appointor.

17.2 Except as the Articles specify otherwise, alternate directors are:

17.2.1 deemed for all purposes to be directors;

17.2.2 liable for their own acts and omissions;

17.2.3 subject to the same restrictions as their Appointors; and

17.2.4 not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member.

17.3 A person who is an alternate director but not a director:

17.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

17.3.2 may participate in a unanimous decision of the Board (but only if his Appointor is an Eligible Board Member in relation to that decision, but does not participate); and

17.3.3 shall not be counted as more than one director for the purposes of Article 17.3.

17.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Board Member in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

17.5 An alternate director shall not be entitled to remuneration or indemnification by the Company to the same extent for serving as an alternate director unless otherwise determined by the Company by ordinary resolution at a general meeting.

18 **TERMINATION OF ALTERNATE DIRECTORSHIP**

18.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

18.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

18.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;

18.1.3 on the death of the alternate's Appointor; or

18.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

19 **CHANGE OF COMPANY NAME**

19.1 The name of the Company may be changed by:

19.1.1 a decision of the Board; or

19.1.2 a special resolution of the Members,

or otherwise in accordance with the Act.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

20 **MEMBERSHIP**

20.1 The Company shall admit to Membership an individual or organisation which:

20.1.1 applies to the Company using the application process approved by the Board;

20.1.2 pays the appropriate subscription fee (if any) payable on admittance (as determined by the directors from time to time); and

20.1.3 is approved by the Board.

- 20.2 In considering applications for Membership the Board shall not discriminate against any persons on the grounds of their sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 20.3 For the purposes of registration the number of Members of the Company is limited to 2000, but the Board may from time to time register an increase of Members.
- 20.4 The Board may in its absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 20.5 The Board may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.
- 20.6 All Members must pay to the Company on becoming a Member and thereafter annually such subscription fees as are decided by the Company from time to time.
- 20.7** No Member shall be entitled to enjoy the rights and privileges of Membership of the Company whilst any monies due from him to the Company remain unpaid.

21 CEASING TO BE A MEMBER

- 21.1 Membership is not transferable.
- 21.2 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the Membership and any such Membership rights shall terminate.
- 21.3 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Member.
- 21.4 The Board may terminate the Membership of any Member without his consent by giving the Member written notice if in the reasonable opinion of the Board, the Member;
- 21.4.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
- 21.4.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- 21.4.3 has failed to observe the terms of these Articles or the Rules.

Following such termination, the Member shall be removed from the Register of Members.

- 21.5 Where the Board is considering giving notice to a Member pursuant to Article 21.3 they should first give that Member reasonable opportunity to be heard in writing or in person (at the Board's discretion) as to why his Membership should not be terminated and the Board shall consider any representations so made by the Member.

- 21.6 There shall be no right to appeal from a decision of the Board to terminate the Membership of a Member.
- 21.7 A Member whose membership terminated under this Article 21 shall not be entitled to a refund of any subscriptions paid and shall remain liable to pay to the Company any subscriptions or other sums owed to him.

DECISION MAKING BY MEMBERS

22 ANNUAL GENERAL MEETINGS

The Company shall hold a general meeting no later than 31st July in each calendar year as its annual general meeting in addition to any other meetings in that year, and must specify the meeting as the annual general meeting in the notices calling it.

23 NOTICE OF GENERAL MEETINGS

General meetings shall be called on not less than 14 clear days notice unless shorter notice is agreed pursuant to the Act]. Notice of the annual general meeting, any general meeting and any extraordinary general meeting shall be given to all Members and to the Board.

24 VOTES OF MEMBERS

24.1 Subject to the Act, and any contrary rights or restrictions applicable to a particular class of members from time to time, at any general meeting:

24.1.1 every Member who is present in person (or by proxy) shall on a show of hands have one vote; and

24.1.2 every Member present in person (or by proxy) shall on a poll have one vote.

25 POLL VOTES

25.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

25.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

26 PROXIES

26.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

26.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

- 26.3 A Member present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands. In any case where the same person is appointed proxy for more than one Member he shall on a show of hands have as many votes as the number of Members for whom he is proxy.

ADMINISTRATIVE ARRANGEMENTS

27 RECORDS

The directors shall ensure that the Company keeps written minutes of all meetings of the Company and the Board and a written record of all decisions taken otherwise than at such meetings.

- 27.1 Minutes of meetings and records of decisions shall be kept for at least ten years from the date of the meeting or decision.

28 ACCOUNTS

- 28.1 The directors must ensure that proper books of account are kept in respect of:

28.1.1 all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place; and

28.1.2 the assets and liabilities of the Company.

- 28.2 The books of account must always be open to the inspection of the directors.

- 28.3 No member who is not a director has any right to inspect any account or book or document of the club except as conferred by statute or authorised by the directors.

- 28.4 At every annual general meeting the directors must lay before the Company in general meeting the annual accounts for the previous financial year.

29 MEANS OF COMMUNICATION TO BE USED

- 29.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

29.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider)];

29.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

29.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

29.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

29.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

30 **RULES**

The Board may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

31 **INDEMNITY AND INSURANCE**

31.1 Subject to Article 31.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

31.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

31.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 31.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

31.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 31.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 31.4 In this article:
- 31.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 31.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 31.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).