

No. of Company : 68507

The Companies Acts 1948 to 1976

and

The Companies Act 1985

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM AND ARTICLES OF ASSOCIATION OF

THE DUNBLANE SPORTS CLUB LIMITED

(Incorporated the 12th day of June 1979)

THE COMPANIES ACTS 1948 to 1976
and
THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

THE DUNBLANE SPORTS CLUB LIMITED

1. The name of the Company is "THE DUNBLANE SPORTS CLUB LIMITED" (hereinafter referred to as "the Club").
2. The Registered Office of the Club will be situate in Scotland.
3. The Objects for which the Club is established are:-
 - (a) (1) To promote the games of squash, tennis, etc., in Dunblane and District;
 - (2) To provide playing facilities for the games for Members of the club;
 - (3) To endeavour, by aid of experienced players, to train young people in the games of tennis, squash, etc;
 - (4) To encourage the playing of the games among all ages and sections of the community with particular reference to young people for the benefit of their health and welfare and the more fruitful enjoyment of their leisure time;
 - (5) To render all possible help to and co-operation with all agencies working for objects cognate to those of the Club;
 - (6) To participate in and provide facilities for games and sports which have been approved by the Club in General Meeting;
 - (7) To provide assistance, both advisory and financial, to Sports Clubs seeking in the future to establish themselves;
 - (8) To provide social facilities for Members of the Club.
 - (b) To purchase, take on lease or in exchange, hire or by any other means acquire any heritage, freehold, leasehold or other property or any estate or interest whatsoever, and any rights, privileges, servitudes or easements over or in respect of any property, and any buildings, works, plant or things and any real or personal property or rights whatsoever which may be necessary or may be used conveniently with or may enhance the value of the Club's property.
 - (c) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings (including club houses, offices, garages and all buildings which may be required in connection therewith), walls and fences, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same, or join with others in so doing.
 - (d) To lay out, construct, maintain, alter, enlarge and make suitable premises for athletic activities on such heritage, freehold, leasehold or other property which the Club may consider necessary; to purchase or otherwise acquire, take on lease, exchange, hire or otherwise secure and to furnish and equip the same with all the conveniences reasonably required or desired by the Members of the Club, and generally to afford to Members such other privileges, advantages, conveniences and accommodation as may be thought desirable.
 - (e) To improve, manage, develop, exchange, let on lease or otherwise, feu, sell, dispose of, turn to account, mortgage or otherwise deal with the heritable or moveable property of the Club.

(f) To carry on any business which may seem to the Club capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable the property of the Club.

(g) To purchase, hire, make or provide and maintain all kinds of stock, furniture, fittings, implements, tools, utensils and accessories that may be required for the aforesaid purposes or any of them, or which may be conveniently used in connection with the property of the Club or the persons from time to time frequenting the same.

(h) To let on lease or otherwise the whole or any part of the property of the Club for athletic, social, commercial or other purposes.

(i) To manage the said Club and employ officers, servants and attendants and to cater for the Members of such Club as aforesaid, and to supply to them all sports accessories, refreshments of all kinds, and books, newspapers, periodicals and all matters and things usually supplied in or which may be required for such a Club.

(j) To collect and receive any sum or sums for the Members of such Club or entrance fees and subscriptions from the individual Members, by way of consideration for the advantages offered to the Members of such Club.

(k) To employ the income, funds and property of the Club for any of the objects of the Club and to invest and deal with the moneys of the Club nor immediately required upon such securities and in such manner as may from time to time be determined. No surplus income or profits or assets shall be distributed to Members or third parties.

(l) To borrow or raise money in such manner as the Club shall think fit, and in particular by the issue of bonds, debentures or debenture stock, perpetual or otherwise, floating charges or standard securities upon the whole or any part of the Club's property or assets, whether present or future, including its uncalled capital, if any and to guarantee the performance by the Club of any obligation or liability it may undertake or which may become binding upon it, and to guarantee or secure the payment of any sums of money or the performance of any obligation by any other person firm or company.

(m) To collect, receive, recover or otherwise acquire funds and property by contributions, subscriptions, moneys charged for admission to athletic or other entertainments, gifts, legacies or otherwise for the objects of the Club or any of them.

(n) To subscribe for, take, purchase or otherwise acquire and hold shares or other interest in the securities of any other company whose objects, altogether or in part, are similar to those of the Club, or carrying on any business capable of being conducted so as, directly or indirectly, to benefit the Club.

(o) To remunerate any person, firm or company rendering services to the Club, whether by cash payment or by allotment to him or them of shares or securities of the Club, credited as paid up in full or in part, or otherwise.

(p) To support and subscribe to any charitable or public object, and any institution, company, society, club or person which may be for the benefit of the Club, or capable of being considered for the benefit of the game of squash.

(q) To promote any other company for the purpose of acquiring all or any part of the property and undertaking any of the liabilities of the Club, or of undertaking any business or operations which may appear likely to assist or benefit the Club.

(r) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Club.

(s) To sell or otherwise dispose of the whole or any part of the undertaking of the Club, either together or in portions, for such consideration as the Club may think fit, and in particular for shares, debentures or securities of other companies belonging to this Club, or of which this Club may have the power of disposing.

(t) To do all such other things, either as principals, agents, trustees, contractors or otherwise, as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The Liability of the Members is Limited.

5. Every Full Member of the Club undertakes to contribute to the assets of the Club in the event of its being wound up while he is a Full Member or within one year afterwards for payment of the debts and liabilities of the Club contracted before he ceases to be a Full Member, and of the costs, charges, and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required, not exceeding one pound (£1). In the event of dissolution of the Club any remaining assets shall be given or transferred to any of the following:-

- A registered Community Amateur Sports Club
- A registered charity
- The governing body for the sport of lawn tennis
- The governing body for the sport of squash

6. The Club affirms that all employees, job applicants and prospective Members will be treated no less favourably than any other on the grounds including gender, race, colour, ethnic or national origin, disability, marital status, sexuality, responsibility for dependants, age, religious belief, trades union activity or unrelated criminal conviction or are disadvantaged by conditions or requirements which cannot be shown to be justified.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Margaret Henderson,
24 Castle Street,
Edinburgh.
Company Registration Agent.

Margaret Bowser,
24 Castle Street,
Edinburgh.
Company Registration Agent.

Ivy Morrison,
24 Castle Street,
Edinburgh.
Company Registration Agent.

Stephen Mabbott,
24 Castle Street,
Edinburgh.
Company Registration Agent.

Andrew Cockburn,
24 Castle Street,
Edinburgh.
Company Registration Agent.

Kaycelle McIntosh,
24 Castle Street,
Edinburgh.
Company Registration Agent.

Margaret Virtue,
24 Castle Street,
Edinburgh.
Company Registration Agent.

Dated this 8th day of May, 1979.

Witness to the above Signatures:-

Gilda Dewar,
24 Castle Street, Edinburgh.
Company Registration Agent.

THE COMPANIES ACTS 1948 to 1976
and
THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

NEW ARTICLES OF ASSOCIATION OF

THE DUNBLANE SPORTS CLUB LIMITED

GENERAL

1. In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the same meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context: -

<u>WORDS</u>	<u>MEANINGS</u>
The Act	The Companies Act, 1948, including any statutory modification or re-enactment thereof.
These Articles	These Articles of Association and the regulations of the Club from time to time in force.
The Club	The above-named Company.
The Board	The Board of the Club as from time to time constituted.
The Office	The Registered Office of the Club.
Full Member	A member of the Club elected under the provisions of Article 5.
Junior Member	A person not liable to contribute on a winding up of the Club, elected under the provisions of Article 14.
The Seal	The Common Seal of the Club.
Month	Calendar Month.
In writing	Written, printed, typed, photocopied or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number, and vice versa;

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the context, bear the same meaning in these Articles.

2. The Club at the time of the adoption of these Articles is declared to consist of not more than five hundred Full Members but the Board may when they think fit, register an increase of Members.

3. The provisions of Section 110 of the Act shall be observed by the Club, and every member of the Club shall either sign a written consent to become a member or sign the register of Members on becoming a member.

4. The Club is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP

5. The Board shall admit to full Membership of the Club any person who, on the date of incorporation of the Club, was an Ordinary, Honorary, Founder, Life, Family or Family Life member of the Dunblane Tennis & Squash Club.

6. Subject as aforesaid the election of Full Members shall be by simple majority of the Board who may reject any candidate for Membership without assigning any reason. All nominations for full Membership shall be in writing and shall be in the form from time to time approved by the Board which must be signed by two Full Members proposing and seconding the Candidate and delivered to the Secretary. Both proposer and seconder must personally know the candidate.

7. When a Candidate has been elected, the Secretary of the Club shall forthwith send to him, at the address given upon his application a request for payment of his entrance fee (if any) and first annual subscription. Upon payment of his entrance fee (if any) and first annual subscription, an elected candidate shall become a Full Member provided, nevertheless that if such payment be not made within one month after the date of election the Board may in their discretion, cancel such election.

8. Any Full Member wishing to resign his Membership of the Club shall give notice in writing addressed to the Secretary and deposited at the Office before the end of a financial year of his intention so to do, otherwise he shall be liable to pay the subscription for the next financial year.

9. Any Full Member whose entrance fee (if any) is unpaid at the expiration of one month from the due date for payment thereof and any Full Member whose annual subscription is unpaid on a date to be decided annually by the Board shall be deemed to have resigned.

10. Subject to the express provisions of these Articles and to the Memorandum of Association, and to any rules and bye-laws for the time being in force made by the Board as hereinafter provided, Full Members and associate Members shall be entitled at all times to use in common all the premises and property of the Club and to be supplied at such charges as the Board shall from time to time determine, with such meals, refreshments, liquor and things as are provided by the Club for the use of its Members.

11. Only a full member shall be elected as a Member of the Club. No Member shall be entitled to claim any share of the assets of the Club upon its dissolution.

12. Persons who have not attained the age of 18 years at the start of the club's financial year may become junior Members of the club and be entitled to full use of the club's facilities (so far as lawfully permitted) subject however, to such conditions as to fees, subscriptions, times of playing and others of whatever nature as the board may from time to time determine.

13. Every Full Member and Junior Member shall pay to the Club such entrance fees (if any) and such annual or other subscription or payment and undertake such liability (if any) as may be fixed from time to time at a properly constituted Meeting of the Board specially called for the purpose.

14. A Junior member shall not be entitled to any right or privilege nor be subject to any obligation to which a Full Member is subject by reason only of his Membership of the Club, and shall not be entitled to share in the assets of the Club, but every Junior member shall be bound by and shall comply with all the provisions of these Articles and of any rules and bye-laws.

14a. The Club may refuse Membership or expel from Membership, only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to the Club's Members and decided by a majority vote.

GENERAL MEETINGS

15. The Club shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board and shall specify the Meeting as such in the notices calling it, provided that every General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Meeting, and that so long as the Club holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

16. All General Meetings, other than Annual General Meetings, shall be called Special General Meetings.

17. The Board may whenever they think fit convene a Special General Meeting and Special General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, being a minimum of one-tenth of the Members entitled to attend and vote at General Meetings.

18. Subject to the provisions of the Act relating to Special Resolutions, twenty-one days' notice at the least of every Annual General Meeting and fourteen days' notice at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the Place, the day and the hour of Meeting, and in the case of special business the general nature of that business shall be given in manner hereinafter mentioned to such persons as are under these Articles or under the Act entitled to receive such notices from the Club; provided that a Meeting of the Club shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:-

(a) In the case of a Meeting called as an Annual General Meeting by all the Full Members entitled to attend and vote thereat; and

(b) In the case of any other Meeting, by a majority in number of the Full Members having a right to attend and vote at the Meeting, being a majority together representing not less than ninety five percent of the total voting rights at that Meeting of all the Full Members.

19. The accidental omission to give notice of a Meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate the proceedings at the Meeting.

20. The persons entitled to receive notices as specified in clause 18 hereof shall be full Members of the said club appearing on the register as such Members as at the date of the issue of such notices.

PROCEEDINGS AT GENERAL MEETINGS

21. All business shall be deemed special that is transacted at a Special General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the Reporting Accountants, the election of Members of the Board and officers in the place of those retiring by rotation, and the fixing of the remuneration of the Reporting Accountants.

22. No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Save as herein otherwise provided, twenty Full Members personally present shall be a quorum.

23. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on the requisition of Full Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Chairman shall appoint, and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting the Full Members present shall be a quorum.

24. The Chairman shall be appointed by the board Members at a meeting of the board to be held immediately after the annual general meeting of the club each year, and shall preside as Chairman for the ensuing year of all boards, meetings and annual general and special general meetings and other meetings up to and including the ensuing annual general meeting of the club.

25. The Chairman may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn a Meeting from time to time, and from place to place, but no business shall be transacted at any adjourned Meeting other than business which might have been transacted at the Meeting from which the adjournment took place. Whenever a Meeting is adjourned for ten days or more, notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid, the Full Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned Meeting.

26. At all General Meetings a resolution put to the vote of the Meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded:-

(a) by the Chairman; or

(b) by at least three Full Members present in person or by proxy and entitled to vote; or

(c) by a Full Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all Full Members or Members present in person or by proxy and representing one-tenth of the total voting rights of all the Full Members having the right to vote at the Meeting.

Unless a poll be so demanded a declaration by the Chairman of the Meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Club shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

27. Subject to the provisions of Article 30, if a poll is duly demanded, it shall be taken at such time and place, and in such manner, as the Chairman of the Meeting shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

28. No poll shall be demanded on the election of a Chairman of a Meeting, or on any question of adjournment.

29. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second or casting vote.

30. The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

31. Subject as hereinafter provided every Full Member shall be entitled to vote and every member entitled to vote shall have one vote only. Junior Members shall not be entitled to vote. Without prejudice to the foregoing generality each adult (ie over 18 years at the beginning of the financial year) member of a family who enjoy family Membership or family life Membership shall be entitled to one vote.

32. A Full Member of unsound mind, or in respect of whom a curator bonis has been appointed or an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by his curator bonis or other person in the nature of a curator bonis appointed by the court, and any such curator bonis or other person may, on a poll vote by proxy.

33. No Full Member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Club have been paid.

34. On a poll votes may be given either personally or by proxy.

35. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy must be a Full Member of the Club.

36. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Club or at such other place within the United Kingdom as is specified for that purpose before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

37. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

38. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Club at the Office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

39. The board shall consist of 9 full Members elected as herein provided. No junior Members shall be in any circumstances eligible to hold office as a member of the Board.

40. The Members of the board shall consist of 3 full Members playing tennis, 3 full Members playing squash and 3 full Members playing both squash and tennis, or alternatively 6 full Members playing both squash and tennis and 3 full Members playing either tennis or squash. It shall be the case that the Chairman shall, so far as possible, be a member of the board playing both squash and tennis. The board shall appoint a company secretary and a company treasurer who shall serve both the board and the club. The said treasurer and secretary shall be entitled to attend every board, annual general, special general or other meetings and shall be entitled to be consulted and to be heard on all matters coming before the said meetings.

41. No Director shall receive any remuneration for his services, but nothing herein contained shall be deemed to prohibit the payment by the Club of any sum to the Secretary or any assistant or deputy Secretary and Treasurer for clerical or other services.

42. All casual vacancies arising among the Directors may be filled by the Board until the next annual general meeting of the club when such director so appointed shall retire but shall be eligible as a candidate for re-election. A member of the board appointed to fill a casual vacancy shall not be taken into account in determining the Members who are to retire by rotation.

43. One-third of the Members of the Board (or the number nearest one-third) shall retire at each Annual General Meeting. Those to retire in each year shall be those who have been longest in office since their last election, but as between persons who became Members on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring member of the Board shall be eligible for re-election.

44. No person shall be eligible for election as a Director unless he is a Full Member.

45. The following persons, provided they are full Members of the Club, shall be eligible for election as a Director of the Board;-

(A) A person ("the candidate") who is proposed by a full member of the Club as follows -

(i) The proposer shall specify the full name and address of the candidate in a written notice containing the proposer's intention to propose the candidate for election as a Director.

(ii) The notice shall contain the category of Director for which the candidate is being proposed.

(iii) The notice shall be signed by the proposer and counter-signed by the candidate to signify his consent to being so proposed.

(iv) The proposer shall be a full member of the Club, and further, shall be duly qualified to attend and to vote at the meeting at which the election is to take place.

(v) The notice shall be lodged with the Secretary of the Club, or at the Club's Registered Office no earlier than thirty days and no longer than two days before the said meeting.

46. The Club may from time to time in General Meeting increase or reduce the number of Directors and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.

47. The Club may by ordinary resolution of which special notice has been given in accordance with section 142 of the Act remove any Director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; but any person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed, but this provision shall not prevent him from being eligible for re-election.

VACATION OF OFFICE BY DIRECTORS

48. The office of a Director shall be vacated:-

(A) If an award of sequestration or a receiving order is made against him or he makes any arrangement or composition with his creditors;

(B) If he becomes of unsound mind;

(C) If he ceases to be a Full Member of the Club;

(D) If by notice in writing to the Club he resigns his office;

(E) If he becomes prohibited from acting by reason of any order made under Section 188 of the Act, or under Section 28 of the Companies Act 1976;

(F) If he be removed from office pursuant to Section 184 of the Act or Article 47 hereof.

RULES FOR THE REGULATION OF PROCEEDINGS OF THE BOARD

49. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit, and (subject as hereinafter provided) determine the quorum necessary for the transaction of business. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman of the Meeting shall have a second or casting vote.

50. Unless and until otherwise determined, the quorum at any Meeting of the Board shall be 5.

51. A Director may, and on the request of the Secretary shall, at any time summon a Meeting of the Board by notice served upon the Directors. A Director who is for the time being absent from the United Kingdom shall not be entitled to notice of a Meeting.

52. The Chairman shall be entitled to preside at all Meetings of the Board at which he shall be present but if there shall be no Chairman or if at any Meeting the Chairman be not present within five minutes after the time appointed for holding the Meeting and willing to preside, those present shall choose one of their number to be Chairman of the Meeting notwithstanding the terms of paragraph 24 herein.

53. Without prejudice to the provisions of Article 57, a Meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Club for the time being vested in the Board generally.

54. All acts bona fide done by any Meeting of the Board or of any Sub-Committee of the Board or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified.

55. (a) The Board may from time to time delegate any of their powers to a Sub-Committee or Sub-Committees or recall or revoke the same. The Board may appoint any number of the Members of the Club not being Directors to act with and form part of any Sub-Committee appointed by them.

(b) Any such Sub-Committee may elect a Chairman and Secretary of their Meetings who may be one and the same person and if no Chairman be elected or if he be not present at any Meeting at the time appointed for holding the same the Members present may choose one of their number to be Chairman of such Meeting.

(c) Any such Sub-Committee may meet and adjourn as they shall think proper but subject to any such regulation as may be made by the Board.

56. The Board shall cause minutes to be made in books to be provided and kept for that purpose:-

(a) of all appointments made by the Board and Sub-Committees.

(b) of the names of those present at each Meeting of the Board.

(c) of all orders made by the Board.

(d) of all resolutions and proceedings at Meetings of the Board. Any such minutes if signed by any person purporting to be Chairman of any Meeting of a Board or Sub-Committee shall be receivable in evidence without any further proof and shall be conclusive that the proceedings minuted were regular and took place at a Meeting duly convened and held.

57. A resolution in writing signed by all the Directors of the Club for the time being shall be as valid and effectual as if it had been passed at a Meeting of the Board.

POWER OF BOARD

58. The business of the Club shall be managed by the Board, who may pay all such fees and expenses of and preliminary and incidental to, the promotion, formation, establishment and registration and administration of the Club as they think fit, and may exercise all such powers of the Club, and do on behalf of the Club all such acts as may be exercised and done by the Club, and as are not by statute or by these Articles required to be exercised or done by the Club in General Meeting, subject nevertheless to anything contained in these Articles, to the provisions of the statutes for the time being in force and affecting the Club, and to such regulations, being not inconsistent with these Articles or the aforesaid provisions, as may be prescribed by the Club in General Meeting, but no regulation made by the Club in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

59. The Board may exercise all powers of the Club to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

60. The Board shall have power from time to time to adopt and to make such bye-laws and to alter or repeal all such bye-laws and rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Club and for the furtherance of the purposes for which the Club is established and for carrying on its business provided that they are not repugnant to the Memorandum or Articles of Association. All such bye-laws or rules for the time being in force shall be binding upon all Members, be they full Members, or junior Members and upon all guests, visitors and others attending the Club or any part of its premises for whatever reason. No member, visitor, guest or person attending shall be absolved from such bye-laws by reasons of his or her not having received a copy of them or of any alteration made therein or having otherwise no notice of them.

The Club in particular, but not exclusively may by such rules or bye-laws regulate-

(A) The admission of junior Members of the Club and the rights and privileges of such Members.

(B) The terms and conditions upon which guests, children of Members of the Club, visitors and people attending the Club shall be permitted to use the premises and the property of the Club and to obtain tobacco, liquor and other refreshments on the premises of the Club.

(C) The times of opening and closing of the courts, club-house and premises of the Club, or any part thereof.

(D) The rules to be observed and prizes or stakes to be played for by Members of the Club playing any games on the premises of the Club.

(E) The prohibition of particular games on the premises of the Club, entirely or at any particular time or times.

(F) The conduct of Members of the Club, visitors, guests and those attending the Club in relation to one another and to the Club's servants.

(G) The setting aside of the whole or any part of the Club's premises for any class or classes of Members, visitors, guests or others attending the Club at any particular time or times for any particular purpose or purposes.

(H) The procedure at General Meetings and Meetings of the Board.

(I) And generally all such matters as are commonly the subject matter of Club rules or Club bye-laws.

The Board shall adopt such means as they deem sufficient to bring to the notice of Members of the Club all such rules, bye-laws and amendments and repeals.

61. All intoxicating liquors and other exercisable commodities which may be acquired or purchased shall be held on behalf of the Members and shall under the control of the Board, be supplied only to the Members, subject to payment of such charges as the Board may from time to time determine. No such articles shall be sent away from the Club's premises.

ACCOUNTS

62. The Board shall cause proper accounting records to be kept in accordance with Section 12 of the Companies Act 1976 and with respect to:-

(A) All sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place;

(B) All sales and purchases of goods by the Club; and

(C) The assets and liabilities of the Club.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Club and to explain its transactions.

63. The accounting records shall be kept at the office, or, subject to Section 12(6) and (7) of the Companies Act 1976 at such other place or places as the Board think fit and shall always be open to the inspection of Directors.

64. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Club or any of them shall be open to the inspection of Full Members not being Directors and no Full Member (not being a Director) nor Junior member shall have any right of inspecting any account or book or document of the Club, except as conferred by statute or authorised by the Board or by the Club in General Meeting.

65. At the Annual General Meeting in every year the Board shall lay before the Club a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Club) made up to a date not more than six months before such Meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board and the Reporting Accountants, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the Meeting be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Reporting Accountant's report shall be read before the Meeting as required in the Act.

66. Every account when independently examined and approved by an Annual General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever such an error is discovered within that period, the account shall forthwith be corrected and thereupon shall be conclusive.

INDEPENDENT EXAMINATION

67. Once at least in every year the accounts of the Club shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Reporting Accountant or Reporting Accountants.

68. Reporting Accountants shall be appointed and their duties regulated in accordance with section 161 of the Act, Section 14 of the Companies Act 1967 and Sections 13 to 18 of the Companies Act 1976.

NOTICES

69. A notice may be served by the Club upon any Full Member, either personally or by sending it through the post in a prepaid letter, addressed to such Full Member at his registered address as appearing in the Register of Members.

70. Any Full Member described in the Register of Members by an address not within the United Kingdom, who shall from time to time give the Club an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid, only Full Members described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Club, notwithstanding the terms of paragraph 20 herein.

71. Any notice, if served by post, shall be deemed to have been served on the day on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing this notice was properly addressed and put into the post office as a prepaid letter.

THE SEAL

72. The Board shall provide for the safe custody of the seal, which shall only be used by the authority of the Board, and every instrument to which the seal is affixed shall be signed by at least two Directors.

INDEMNITY

73. Every Director or servant of the Club shall be indemnified out of the assets of the Club against all losses or liability which he may sustain or incur in or about the execution of his duties or in relation thereto including any proceedings, whether civil or criminal, in which decree is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act, in which relief is granted to him by the Court, and no such person shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Club in the execution of his duties or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Margaret Henderson,
24 Castle Street, Edinburgh.
Company Registration Agent.

Margaret Bowser,
24 Castle Street, Edinburgh.
Company Registration Agent.

Ivy Morrison,
24 Castle Street, Edinburgh.
Company Registration Agent.

Stephen Mabbott,
24 Castle Street, Edinburgh.
Company Registration Agent.

Andrew Cockburn,
24 Castle Street, Edinburgh.
Company Registration Agent.

Kaycelle McIntosh,
24 Castle Street, Edinburgh.
Company Registration Agent.

Margaret Virtue,
24 Castle Street, Edinburgh.
Company Registration Agent.

Dated this 8th day of May, 1979.

Witness to the above Signatures:-

Gilda Dewar,
24 Castle Street, Edinburgh.
Company Registration Agent.