

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

FERNHURST TENNIS CLUB LIMITED (the Club) Company Number 14485569

Adopted by special resolution passed on 12 February 2023 by Mr Peter John Rix

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Club'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 of Directors: means the board of directors of the Club from time to time;

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

CLTA: means SUSSEX County Lawn Tennis Association;

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 Club;

director: means a director of the Club and includes any person occupying the position of 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;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 23, any director whose vote is not to be counted in respect of the particular matter);

Game: means the game of tennis in all its forms played under LTA rules and structures

Interested Director: has the meaning given in article 23.1;

Non-Executive Directors: means an individual who is appointed to be a Director who is not a Member

Junior Member: means a Member aged under 18

LTA: means the Lawn Tennis Association;

Member: means a person aged 18 and over whose name is entered in the Register of Members of the Club and **Membership** shall be construed accordingly (including Junior Member, Student Member and Non-Playing Member)

Non-Playing Member: means a Member who is not playing the Game

ordinary resolution: means a resolution that is passed by a simple majority (more than 50% of the Members entitled to vote) in accordance with section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in article 20;

proxy notice: has the meaning given in article 43;

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

special resolution: means a resolution passed by a majority of not less than 75% (of the Members entitled to vote) in accordance with section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act; and

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.

1.2 Save as otherwise specifically provided in these Articles, 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.

2. Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa

2.1

3. **Object**

The object for which the Club is established is to:

3.1 principally provide facilities for and generally to promote, encourage and facilitate the playing of the Game amongst the community;

3.2 provide and maintain the Club's premises and Club-owned tennis equipment for the use of its Members;

3.3 provide the other ordinary benefits of an amateur sports Club;

3.4 sell or supply food or drink as a social adjunct to the sporting purposes of the Club;

3.5 take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA);

3.6 do all such other things as the Board of Directors thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this article;

4. **Powers**

In pursuance of the objects set out in article 2, the Club has the power to:

4.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Club;

4.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Club's property and assets;

4.3 invest and deal with the funds of the Club not immediately required for its operations in or upon such investments, securities or property as may be thought fit;

4.4 subscribe for, take, buy 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 government or authority in any part of the world;

4.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Club may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any Club, firm or person including any holding Club or subsidiary;

4.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

4.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Club and to contract with any person, firm or Club to pay the same;

4.8 enter into contracts to provide services to or on behalf of other bodies;

4.9 provide and assist in the provision of money, materials or other help;.

4.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instrument

4.11 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

5. **Income**

5.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects.

- 5.2 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 Club of:
- 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Club for any services rendered to the Club;
 - 5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 5.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 5.2.4 reasonable out-of-pocket expenses properly incurred by any director.

6. **Winding Up**

On the winding-up or dissolution of the Club, 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 another body (charitable or otherwise) with objects similar to those of the Club. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

7. **Guarantee**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Club 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

- 7.1 payment of the Club's debts and liabilities contracted before he ceases to be a Member,
- 7.2 payment of the costs, charges and expenses of the winding up, and
- 7.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

8. **Number and Composition of Directors**

- 8.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than three
- 8.2 The Board of Directors may comprise the following:
 - 8.2.1 the Chair from time to time;
 - 8.2.2 the Treasurer from time to time;
 - 8.2.3 a maximum number of four Non-Executive Directors;
 - 8.2.4 The club secretary from time to time
 - 8.2.5 Any other member
- 8.3 At least three of the directors must be unrelated or non-cohabiting.

9. **Appointing Directors**

9.1 Subject to these Articles and the Act, the Club may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing Board of Directors but the total number of directors shall not exceed any maximum number fixed in accordance with these Articles.

9.2 Before any director is elected the Club must:

9.2.1 consider the skills and diversity of the prospective director;

9.2.2 consider whether the prospective director would satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Club;

9.2.3 ensure he/she signs a letter of appointment which sets out the role and the responsibilities the elected director is expected to fulfil.

10. **Retirement of Directors**

10.1 Any director who is appointed shall hold office as a director for a one year term from the date on which he or she is appointed. He or she will however be eligible for re-appointment.

10.2 At the general meeting immediately following the end of the director's term as detailed in article 10.1 the relevant director shall retire from office. A retiring director may offer himself or herself for re-appointment by the Members and a director that is so re-appointed will be treated as continuing in office without a break

11. **Directors' general authority**

The directors are responsible for the management of the Club's business in accordance with its objects, for which purpose they may exercise all the powers of the Club.

12. **Members' reserve power**

12.1 The Members may, by special resolution, instruct the directors to take, or refrain from taking, any specified action.

12.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

13. **Directors may delegate**

13.1 The directors may delegate any of the powers which are conferred on them under the Articles:

13.1.1 to such person or committee;

13.1.2 by such means (including by power of attorney);

13.1.3 to such an extent;

13.1.4 in relation to such matters or territories; and

13.1.5 on such terms and conditions;

as they think fit.

13.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

13.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

14. **Committees**

14.1 Committees 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 the Articles which govern the taking of decisions by directors.

14.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

OR

15. **Directors' Delegation**

The directors may not delegate any of the powers which are conferred on them under the Articles

16. **Directors to take decisions collectively**

Any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 17.

17. **Unanimous Decisions**

17.1 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.

17.2 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.

17.3 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.

18. **Calling a Directors' Meeting**

18.1 Any director may call a directors' meeting by giving not less than 5 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.

18.2 The Board of Directors must hold at least four directors' meetings every calendar year.

18.3 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 directors' meeting.

18.4 Notice of a directors' meeting must be given to each director, but need not be in writing.

18.5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Club not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

19. **Quorum for Directors' Meetings**

19.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

19.2 Subject to article 19.3, the quorum for the transaction of business at a meeting of directors is at least 50% of the Directors appointed at the time of the meeting (save where there are less than 4 directors in which case the quorum shall be 2 Eligible Directors).

19.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 23 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

19.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

19.4.1 to appoint further directors; or

19.4.2 to call a general meeting so as to enable the Members to appoint further directors.

20. **Participation in directors' meetings**

20.1 Directors participate in a directors' meeting, or part of a directors' meeting, when:

20.1.1 the meeting has been called and takes place in accordance with the articles, and

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

20.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

20.3 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 of them is.

21. **Chairing of directors' meetings**

21.1 The directors may appoint a director to chair their meetings.

21.2 The person so appointed for the time being is known as the chairman.

21.3 The directors may terminate the chairman's appointment at any time.

21.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

22. **Casting Vote**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote.

23. **Directors' Conflicts of Interest**

23.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director 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.

23.2 Any authorisation under this article 23 shall be effective only if:

23.2.1 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 directors under the provisions of these Articles;

- 23.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 23.2.3 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.
- 23.3 Any authorisation of a Conflict under this article 23 may (whether at the time of giving the authorisation or subsequently):
 - 23.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 23.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 23.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 23.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 23.3.5 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 Club) information that is confidential to a third party, he shall not be obliged to disclose that information to the Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and
 - 23.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 23.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 23.5 The directors 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.
- 23.6 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 Club 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 directors in accordance with these Articles or by the Club 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.
- 23.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:
 - 23.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
 - 23.7.2 shall 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;

- 23.7.3 shall be entitled to vote at a meeting of directors (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;
- 23.7.4 may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 23.7.5 may 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 Club is otherwise (directly or indirectly) interested; and
- 23.7.6 shall not, save as he may otherwise agree, be accountable to the Club 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 and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 23.8 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 23.9 Subject to paragraph 23.10, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 23.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

24. **Records of Decisions to be Kept**

- 24.1 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.
- 24.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

25. **Secretary**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

26. **Membership**

- 26.1 Membership of the Club is open to anyone interested in coaching, volunteering or participating in the Game, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 26.2 The Membership shall consist of the following categories:

26.2.1 Member;

26.2.2 Junior Member;

26.2.3 Family membership.

26.3 The Club shall admit to Membership an individual or organisation which:

26.3.1 applies to the Club using the application process approved by the directors; and

26.3.2 is approved by the directors.

A letter shall be sent to each successful applicant confirming their Membership of the Club and the details of each successful applicant shall be entered into the Register of Members.

26.4 All Members must pay to the Club Membership fees to be decided by the directors from time to time.

26.5 The Board of Directors 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.

27. **Transfer of Membership**

27.1 A Member may withdraw from Membership of the Club by giving 7 days' notice to the Club in writing.

27.2 Membership is not transferable.

27.3 A person's Membership terminates when that person dies or ceases to exist.

28. **Expulsion of Member**

28.1 Following completion of the Club's disciplinary procedure, the directors may terminate the Membership of any Member without his/her consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

28.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and directors into disrepute; or

28.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or

28.1.3 has failed to observe the terms of these Articles and the Rules.

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

28.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.

28.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him.

DECISION MAKING BY MEMBERS

29. Resolutions

A resolution of the Members must be passed:

- 29.1 as a written resolution; or
- 29.2 at a meeting of the Members (referred to as a general meeting).

30. AGM

The club must hold a general meeting in each period of 9 months beginning with the day following its accounting reference date (in addition to any other meetings held during that period) (**AGM**).

31. Power to include other matters in business dealt with at AGM

31.1 The Members may request the Club to include in the business to be dealt with at an AGM meeting any matter (other than a proposed resolution) which may properly be included in the business.

31.2 A matter may properly be included in the business at an AGM unless:

31.2.1 it is defamatory of any person; or

31.2.2 it is frivolous or vexatious.

31.3 A Club is required to include such a matter once it has received requests that it do so from Members representing at least 5% of the total voting rights of all the Members who have a right to vote at the AGM.

31.4 A request:

31.4.1 may be in hard copy form or in electronic form;

31.4.2 must identify the matter to be included in the business;

31.4.3 must be accompanied by a statement setting out the grounds for the request; and

31.4.4 must be authenticated by the person or persons making it.

31.5 A request must be received by the Club not later than:

31.5.1 6 weeks before the AGM, or

31.5.2 if later, the time at which notice is given of the AGM.]

32. Calling a general meeting

32.1 The directors may call a general meeting of the Club.

32.2 The Members of the Club may require the directors to call a general meeting of the Club.

32.3 The directors are required to call a general meeting once the Club has received requests to do so from Members who represent at least 5% of the total voting rights of all the Members having a right to vote at general meetings.

33. **Notice of a general meeting**

33.1 A general meeting (other than an adjourned meeting) must be called by notice of at least 14 days.

33.2 A general meeting may be called by shorter notice than that otherwise required if shorter notice is agreed by the Members.

33.3 Notice of a general meeting of the Club must be given:

33.3.1 in hard copy form;

33.3.2 in electronic form; or

33.3.3 by means of a website,

or partly by one such means and partly by another.

33.4 Notice of a meeting is not validly given by the Club by means of a website unless when the Club notifies a Member of the presence of the notice on the website the notification must:

33.4.1 state that it concerns a notice of the Club meeting;

33.4.2 specify the place, date and time of the meeting; and

33.4.3 state whether the meeting will be an AGM.

33.5 The notice must be available on the website throughout the period beginning with the date of that notification and ending with the conclusion of the meeting.

33.6 Notice of a general meeting of the Club must state:

33.6.1 the time and date of the meeting;

33.6.2 the place of the meeting; and

33.6.3 the general nature of the business to be dealt with at the meeting.

33.7 Where by any provision of the Act special notice is required of a resolution, the Club, where practicable, must give notice at least 28 days before the meeting.

34. **Persons entitled to receive notice of meetings**

Notice of a general meeting of the Club must be sent to:

34.1 Every Member of the Club;

34.2 every director; and

35. **Attendance and speaking at general meetings**

35.1 All Members have the right to attend and speak at general meetings.

35.2 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

35.3 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

36. Attendance and speaking by directors and non-Members

36.1 Directors may attend and speak at general meetings, whether or not they are Members.

36.2 The chairman of the meeting may permit other persons who are not Members of the Club to attend and speak at a general meeting.

37. Quorum for general meetings

37.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

37.2 If at any time the Club only has one Member, one qualifying person present at a general meeting is a quorum.

37.3 In any other case, the quorum for a general meeting is at least 10% of the qualifying persons unless:

37.3.1 each is a qualifying person only because he is authorised under section 323 of the Act to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation; or

37.3.2 each is a qualifying person only because he is appointed as proxy of a Member in relation to the meeting, and they are proxies of the same Member.

37.4 For the purposes of this article a “qualifying person” means:

37.4.1 an individual who is a Member of the Club;

37.4.2 a person authorised under section 323 (representation of corporations at meetings) of the Act to act as the representative of a corporation in relation to the meeting; or

37.4.3 a person appointed as proxy of a Member in relation to the meeting.

38. Chairing general meetings

38.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

38.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

38.2.1 the directors present; or

38.2.2 (if no directors are present), the meeting,

must appoint a director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

38.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

39. **Adjournment**

- 39.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 39.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 39.2.1 the meeting consents to an adjournment, or
 - 39.2.2 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.
- 39.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 39.4 When adjourning a general meeting, the chairman of the meeting must:
- 39.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 39.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 39.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 39.5.1 to the same persons to whom notice of the Club's general meetings is required to be given, and
 - 39.5.2 containing the same information which such notice is required to contain.
- 39.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

40. **Votes of Members**

- 40.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the article 42.
- 40.2 Subject to the Act, at any general meeting:
- 40.2.1 Every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
 - 40.2.2 every Member present in person (or by proxy) shall on a poll have one vote.
- 40.3 On a vote by a written resolution every Member has one vote.

41. **Errors and disputes**

- 41.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 41.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

42. **Poll Votes**

42.1 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.

42.2 A demand for a poll may be withdrawn if:

42.2.1 the poll has not yet been taken; and

42.2.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

42.3 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

43. **Proxies**

43.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

43.1.1 states the name and address of the Member appointing the proxy;

43.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

43.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine;

43.1.4 is delivered to the Club 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.

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.

43.2 The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

43.3 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.

43.4 Unless a proxy notice indicates otherwise, it must be treated as:

43.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

43.4.2 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.

44. **Delivery of proxy notices**

44.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.

44.2 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.

- 44.3 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.
- 44.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
45. **Amendments to resolutions**
- 45.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 45.1.1 notice of the proposed amendment is given to the Club in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 45.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 45.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 45.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed: and
 - 45.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 45.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS

46. Means of Communication to be Used

- 46.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 46.1.1 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);
 - 46.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 46.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 46.1.4 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.

46.2 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.

47. **Rules**

The directors may establish rules (**Rules**) governing matters relating to Club administration that are required from time to time for the effective operation of the Club (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.

48. **Change of Club Name**

The name of the Club may be changed by:

- 48.1 a decision of the directors; or
- 48.2 a special resolution of the Members,
or otherwise in accordance with the Act.

49. **Indemnity and Insurance**

49.1 Subject to article 49.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

49.1.1 each relevant officer shall be indemnified out of the Club's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including 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 Club's (or any associated Club's) affairs; and

49.1.2 the Club 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 49.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

49.2 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.

49.3 The directors may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant officer in respect of any relevant loss.

49.4 In this article:

49.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

49.4.2 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 Club, any associated Club or any pension fund or employees' share scheme of the Club or associated Club; and

49.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Club.