

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE CHESTER-LE-STREET GOLF CLUB LIMITED 449060

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires, the following definitions shall apply:

Act	the Companies Act 2006.
AGM	an annual general meeting of the Club.
Articles	these articles of association of the Club.
Assisted Four Day Members	a member of the Club aged 18 or over who has demonstrated to the Board that they are unable to afford the full cost of becoming a Playing Member and who is up to date in their payment of Subscription Fees for Assisted Four Day Members.
Board	the board of directors of the Club from time to time.
Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are open for business.
Clear Days	in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
Club	The Chester-le-Street Golf Club Limited, a company limited by guarantee registered in England and Wales with company registration number 00449060.
Conflict of Interest	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.
Country Member	a member of the Club who satisfies all conditions required by the Board from time to time for him or her to qualify as a Country Member, who is up to date in their payment to the Club of the required Subscription Fees for Country Members.

Eligible Director	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 18, any director whose vote is not to be counted in respect of the particular matter).
Five Day Member	a member of the Club who is up to date in their payment to the Club of the required Subscription Fees for Five Day Members.
Junior Member	a member of the Club who is under the age of 18 and who is up to date in their payment to the Club of the required Subscription Fees for Junior Members.
Life Members	a member of the Club who has either been elected by the Board or the Voting Members as an honorary Life Member.
Member	a member of the Club from time to time.
Model Articles	the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) 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.
Non-Playing Members	a non-playing member of the Club who is up to date in their payment to the Club of the required Subscription Fees for Non-Playing Members.
Officer	has the meaning set out in article 8.5.
Playing Member	a member of the Club aged 18 or over who is up to date in their payment of Subscription Fees for Playing Members.
Privileged Members	a member of the Club aged 80 or over who has been a Playing Member for an unbroken period of not less than 25 years prior to the date on which they become a Privileged Member, from which date they shall, on payment of a reduced fee to the Club to be determined by the Club Board, in line with increases in other categories, be entitled to all the rights and privileges of a Playing Member.
Rules	the rules relating to the Club's administration established by the directors in accordance with article 40.
Subscription Fees	the relevant amount payable by a person to the Club from time to time for that person to become or remain a Member of the Club (including any joining fee), as such subscription fees are determined by the Board from time to time for each class of Member provided always that if the Board propose a fee increase from one year to the next year of greater than 10%, such increase must first be approved by the Voting Members in a general meeting before being actioned.

Voting Members those classes of Member which are entitled to vote on matters arising at general meetings of the Company as set out in clause 20.1.

Youth Member a member of the Club aged 18 to 21 who is up to date in their payment of Subscription Fees for Youth Members.

- 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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" 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 Club, except in so far as they are modified or excluded by these Articles. Should these Articles and the Model Articles conflict on any point, the terms of these Articles shall prevail.
- 1.8 Model Articles 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 22(2), (3), 30(2), 35, 38 and 39 shall not apply to the Club.
- 1.9 Model Article 7 shall be amended by:
- 1.9.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
- 1.9.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.11 When determining the correct class of membership for a person, that person shall not be deemed to have attained the relevant age which relates to a membership category, until they have attained that age before the date on which payment of Subscription Fees for the relevant class of Member falls due in that year in accordance with article 21.6.

2. NAME

The name of the Club is “The Chester-le-Street Golf Club Limited”.

3. OBJECTS

The objects of the Club (**Objects**) are:

- 3.1 to foster and promote the sport of amateur golf and other sports and pastimes at all levels within the community and within the sport, providing opportunities for recreation, coaching and competition;
- 3.2 to provide and manage facilities for the playing of and participation in the sport of golf and other sports, pastimes and social activities for the benefit of the Members; and
- 3.3 to encourage all members of the Club to participate fully in the activities of the Club.

4. POWERS

4.1 In pursuance of the Objects, the Club has the power to:

- 4.1.1 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;
- 4.1.2 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;
- 4.1.3 invest and deal with the funds of the Club not immediately required for its operations in such investments, securities or property as may be thought fit;
- 4.1.4 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;
- 4.1.5 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 wholly-owned subsidiary company;
- 4.1.6 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 Objects in any way;

- 4.1.7 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 company to pay the same;
- 4.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.9 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 instruments;
- 4.1.10 hire and employ such persons as are necessary for the Club to operate effectively in pursuance of its Objects and to make payment of salaries and pensions (as appropriate) to such persons;
- 4.1.11 buy, prepare, make or supply, sell and deal in all kinds of golf balls and clubs, wearing apparel and all apparatus used in connection with the sport of golf and other athletic sports and pastimes, and all kinds of alcohol, liquors, provisions and refreshments required or used by Members or other persons frequenting the links, grounds, clubhouse or other premises of the Club;
- 4.1.12 promote and hold, either alone or jointly with any other association, club or persons meetings, competitions and matches for the playing of golf or other athletic sports and pastimes, and to offer, give, or contribute towards prizes, medals and awards therefor, and to promote, give or support dinners, balls, concerts and other entertainments;
- 4.1.13 to collect and receive from Members and others entrance fees, subscriptions, locker rents and other payments;
- 4.1.14 incorporate wholly-owned subsidiary companies provided that when doing so the Board has a reasonable belief that by doing so the assets of the Club are likely to be enhanced as a result; and
- 4.1.15 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of the Objects.

5. LIMITATION OF MEMBERS' LIABILITY

- 5.1 The liability of each Member is limited.
- 5.2 Each Member undertakes to contribute such sum (not exceeding £1 per Member) to the assets of the Club in the event of the Club being wound up during the time that he or she is a Member or within one year after he or she ceases to be a Member for:
 - 5.2.1 payment of the Club's debts and liabilities contracted before he or she ceases to be a Member;
 - 5.2.2 payment of the costs, charges and expenses of the winding up; and
 - 5.2.3 adjustment of the rights of the contributories among themselves.

6. NOT FOR PROFIT

6.1 The Club is not established or conducted for private gain and no surplus income or profits will be distributed by way of dividend or otherwise to the Members.

6.2 The income and property of the Club shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the Members or to third parties other than other registered community amateur sports clubs or charities and no director of the Club shall be appointed to any office of the Club paid by salary or fees, or receive any other benefit in money or money's worth from the Club unless such salary, fees or other benefits reflect or are lower than the prevailing open market benchmarks for such offices, provided that nothing in these Articles shall prevent any payment in good faith by the Club of:

6.2.1 the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession or by any partner of his or her when instructed by the Club to act in a professional capacity on the Club's behalf provided that at no time shall a majority of the Board benefit under this provision and any such director shall withdraw from that part of any meeting of the Board at which his or her appointment or remuneration or that of his or her partner is under discussion;

6.2.2 reasonable and proper remuneration for any services rendered to the Club by any Member, officer or employee of the Club who is not a director;

6.2.3 reasonable and proper out-of-pocket expenses incurred in the exercise by directors or committee members of the powers and the discharge of their responsibilities in relation to the Club;

6.2.4 interest on money lent by a Member at a commercial rate of interest;

6.2.5 reasonable and proper rent for premises demised or let by any Member; or

6.2.6 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Club.

7. DISSOLUTION

If upon the winding up or dissolution of the Club there remains, after the satisfaction of all debts and liabilities, any residual assets, the same shall not be paid or distributed to among the Members but shall be given or transferred to an asset-locked body having similar objects to the Company's objects which is either:

7.1 a registered community amateur sports club;

7.2 a charity; or

7.3 a governing body for golf for use by such governing body in community related sports

(each a **Qualifying Organisation**), such Qualifying Organisation to be determined by special resolution of the Members proposed and passed at a duly convened general meeting of the Club.

8. APPOINTMENT OF DIRECTORS

- 8.1 The number of directors shall be not less than three and shall not be more than eight.
- 8.2 Any Voting Member who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- 8.2.1.1 by ordinary resolution; or
 - 8.2.1.2 by a decision of the directors.
- 8.3 In circumstances in which a director is appointed by a decision of the directors, the Voting Members shall be asked to ratify the appointment at the next general meeting of the Company (which may for these purposes be the AGM). Should the Voting Members not ratify the appointment, that director shall immediately cease to be a director of the Club.
- 8.4 At each AGM the Voting Members shall elect the Officers and any other directors in accordance with the following:
- 8.4.1 any Voting Member of 18 years and over shall be at liberty to nominate any Voting Member to serve either as an Officer or as a non-Officer director;
 - 8.4.2 appointments as non-Officer directors shall be for a period of two years from the date of the AGM at which such directors are appointed;
 - 8.4.3 the name of each Voting Member so nominated, together with the name of his or her proposer shall be notified in writing to the Honorary Secretary at least 14 days before the AGM;
 - 8.4.4 a list of the candidates shall be posted in a conspicuous place in the clubhouse not less than seven days prior to the AGM;
 - 8.4.5 in circumstances in which it is not necessary for a ballot to be taken in respect of the election of directors, the election of the nominated Voting Members shall be by way of simple majority;
 - 8.4.6 if necessary balloting lists shall be prepared containing the names of candidates only, and each Voting Member of 18 years and over present at the AGM (in person or by proxy) shall be entitled to vote for any number of such candidates not exceeding the number of vacancies, with election being by simple majority; and
 - 8.4.7 if two or more candidates obtain an equal number of votes in a ballot another ballot shall, if necessary, be taken in respect of such candidates. If two or more candidates again obtain an equal number of votes the Chairman shall select by lot from such candidates the candidate or candidates who is or are to be elected.
- 8.5 Election of a Voting Member to any of the following roles (each an **Officer**) by the Voting Members shall mean that the elected person shall become a director of the Club:

- 8.5.1 Chairman;
- 8.5.2 Honorary Treasurer; or
- 8.5.3 Honorary Secretary.

9. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as:

- 9.1 that person ceases to be a director by virtue of any provision of the Act, or is prohibited from being a director by law;
- 9.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 9.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 9.4 notification is received by the Club from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 9.5 the director fails to attend four consecutive meetings of the Board and the Board resolves that the director be removed for this reason;
- 9.6 at a general meeting of the Club, a resolution is passed that the director be removed from office, provided the meeting has invited the views of the director concerned and considered the matter in the light of such views;
- 9.7 the director ceases to be a Voting Member and the Board resolves that the director be removed for this reason; or
- 9.8 at a general meeting of the Club, a resolution to ratify the appointment of a director in accordance with article 8.3 is defeated.

10. RETIREMENT OF DIRECTORS

- 10.1 At each AGM:
 - 10.1.1 each Officer shall retire from their office; and
 - 10.1.2 those other directors who have served as directors for two consecutive years since their election at a previous AGM shall retire from office.
- 10.2 A retiring director shall retain his or her office until the dissolution or adjournment of the AGM at which they retire.
- 10.3 Retiring directors shall be eligible for re-election.
- 10.4 The Club may at an AGM fill the vacated office of each retiring director by electing a person thereto and, in default, the retiring director shall, if offering himself or herself for re-election, be deemed to have been re-elected unless at such AGM it is expressly resolved

not to fill such vacated office or unless a resolution for the re-election of such director shall have been put to the meeting and lost.

- 10.5 The Club may from time to time in general meeting increase or reduce the number of directors and make the appointments necessary to action any such increase and determine in what rotation the increased or reduced number is to go out of office.

11. CALLING A BOARD MEETING

- 11.1 Any director may call a directors' meeting by giving not less than 3 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to each director or by authorising the company secretary (if any) to give such notice.

- 11.2 Every notice calling a meeting of the Board must specify:

11.2.1 the place, day and time of the meeting; and

11.2.2 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 11.3 Notice of meetings of the Board may be sent by email to an email address provided by each director for the purpose.

12. QUORUM FOR DIRECTORS' MEETINGS

- 12.1 Subject to Article 12.2, the quorum for the transaction of business at a meeting of directors is half the number of Eligible Directors then in office, subject to a minimum quorum of two.

- 12.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 18 to authorise a Conflict of Interest, if there are only two Eligible Directors in office other than the director with the Conflict of Interest, the quorum for such meeting (or part of a meeting) shall be two Eligible Directors.

- 12.3 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:

12.3.1 to appoint further directors; or

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

13. DECISION MAKING BY DIRECTORS

- 13.1 Any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with article 14.

- 13.2 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson or other director chairing the meeting shall not have a casting vote.

14. UNANIMOUS DECISIONS

- 14.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 14.2 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.
- 14.3 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.

15. POWERS OF THE DIRECTORS

- 15.1 The business of the Club shall be managed by the Board who may exercise all the powers of the Club, subject only to the provisions of the Act, these Articles, any Rules made in accordance with these Articles and to any directions given by special resolution of the Voting Members.
- 15.2 No alteration of these Articles and no Rule shall invalidate any prior act of the Board that would have been valid if that alteration of Rule has not been made.
- 15.3 The directors may delegate any of their powers to a committee or committees of Members of the Club appointed by the Board. In the exercise of the powers delegated to it, a committee must conform to any regulation prescribed by the directors and the Articles. Any delegation of powers or appointment of a committee or a member of that committee may be recalled or revoked by the directors at any time. The resolution making the delegation shall specify the financial limits within which any committee shall function.
- 15.4 A committee may meet and adjourn as it thinks proper or as directed by the Board. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in the case of an equality of votes the chairman of the committee shall have a second casting vote.

16. PARTICIPATION IN MEETINGS OF THE BOARD

- 16.1 Directors shall be deemed to participate in a meeting of the Board, or part of a meeting of the Board, when:
 - 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other.
- 16.3 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.

17. DIRECTORS' CONFLICTS OF INTEREST

- 17.1 Whenever a director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Board unless, or except to the extent that, the other directors are or ought reasonably to be aware of it already.
- 17.2 If any question arises as to whether a director has a Conflict of Interest, the question shall be decided by a majority decision of the other directors.
- 17.3 Whenever a matter is to be discussed at a meeting or decided in accordance with article 14 and a director has a Conflict of Interest in respect of that matter then, subject to article 18, he or she must:
- 17.3.1 remain only for such part of the meeting as in the view of the other directors is necessary to inform the debate;
 - 17.3.2 not be counted in the quorum for that part of the meeting; and
 - 17.3.3 withdraw during the vote and have no vote on the matter.
- 17.4 When a director has a Conflict of Interest which he or she has declared to the Board, he or she shall not be in breach of his or her duties to the Club by withholding confidential information from the Club if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

18. DIRECTORS' POWERS TO AUTHORISE A CONFLICT OF INTEREST

- 18.1 The directors have power to authorise a director to be in a position of Conflict of Interest provided:
- 18.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted director must comply with article 17.3;
 - 18.1.2 in authorising a Conflict of Interest, the Board can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
 - 18.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Board thinks fit and is subject always to the Board's right to vary or terminate the authorisation; and
 - 18.1.4 If a matter, or office, employment or position, has been authorised by the Board in accordance with article 18.1 then, even if he or she has been authorised to remain at the meeting by the other directors, the director may absent himself or herself from meetings of the Board at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 18.2 A director shall not be accountable to the Club for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Board in accordance with article 18.1 (subject to any limits or conditions to which such approval was subject).

19. RECORDS OF DECISIONS TO BE KEPT

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.

20. MEMBERSHIP CLASSES

20.1 Members of the Club shall consist of the following Voting Members:

- 20.1.1 Playing Members;
- 20.1.2 Life Members;
- 20.1.3 Five-Day Members;
- 20.1.4 Assisted Four-Day Members;
- 20.1.5 Privileged Members and
- 20.1.6 Youth Members;

and the following classes of Members who do not hold the right to vote at general meetings:

- 20.1.7 Junior Members;
- 20.1.8 Country Members; and
- 20.1.9 Non-Playing Members.

20.2 Only Voting Members shall be entitled to receive notice of and to attend and vote at any general meeting or AGM of the Club.

20.3 Five Day Members shall only be entitled to play on the course between Monday and Friday and have no right to play on the course at weekends.

20.4 Should a Five-Day Member wish to revert to being a Playing Member, they may do so (providing there is a vacancy for Playing Members) on payment of the appropriate subscription.

20.5 Assisted Four Day Members shall be entitled to:

- 20.5.1 play on the course at any available time on each Monday, Tuesday and Wednesday during their membership;
- 20.5.2 play on the course on each Sunday during their membership at any available time:
 - 20.5.2.1 after 2pm between 1 April and 31 October; and
 - 20.5.2.2 after 1pm between 1 November and 31 March; and
- 20.5.3 enter competitions on Wednesdays during their membership.

20.6 Each Voting Member who is elected by the Members as:

20.6.1 an Officer; or

20.6.2 a different representative of the Club (for example. Club Captain),

shall, provided always that the Board gives its approval, during the period of such office, be entitled to enjoy all of the rights of Playing Members without being required to pay any Subscription Fees in respect of that period.

21. APPLICATION FOR MEMBERSHIP

21.1 No person shall be admitted a member of the Club unless he or she is approved by the Board or an appointed representative of the Board. Any applicant for membership whose application is refused by the Board or its appointed representative may appeal the decision to the Voting Members. Any such appeal will be decided by a majority vote of the Voting Members, such vote to take place within 60 days of an appeal being lodged by the applicant with the Board.

21.2 Every person who wishes to become a Member shall deliver to the Club an executed application for membership in such form (and containing such information) as the Board requires in relation to the class of membership applied for by the applicant (**Application Form**).

21.3 On submission of a duly completed Application Form which is approved by the Board and payment of the required Subscription Fee to the Club, the prospective member shall become a Member in the class of membership for which they have applied.

21.4 For the avoidance of doubt membership of the Club shall be open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the Club and no person shall be denied membership on the grounds of race, ethnic origin, creed, colour, age, disability, gender, occupation, sexual orientation, religion or social status.

21.5 Subscription Fees and/or joining fees shall be determined by the Board from time to time at an appropriate level.

21.6 Subscriptions shall be due and payable on an annual basis on 1 January of each relevant year or such other date as the Board may determine from time to time.

22. TERMINATION OF MEMBERSHIP

22.1 Membership is not transferable by a Member to anyone else.

22.2 Membership is terminated if:

22.2.1 a Member dies;

22.2.2 a Member gives notice in writing to the Club of their resignation as a Member;

22.2.3 a Member fails to pay any Subscription Fees owing to the Club on their due date and the Board or its appointed representative determines that the membership has been terminated as a result; or

- 22.2.4 the Board terminates the membership in accordance with article 22.3.
- 22.3 The Board may expel any Member without his or her consent if, in the reasonable opinion of the Board (acting in accordance with article 22.4):
 - 22.3.1 he or she 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
 - 22.3.2 he or she has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
 - 22.3.3 he or she has failed to observe the terms of these Articles or the Rules.
- 22.4 The Board may not expel a Member unless:
 - 22.4.1 the decision is taken at a meeting of the Board at which not less than half of the directors are present;
 - 22.4.2 the Member has been given at least 10 Business Days' notice that the resolution to expel the Member is to be proposed, specifying the circumstances alleged to justify expulsion and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board; and
 - 22.4.3 the directors have considered any representations made by the Member.
- 22.5 The Board shall inform any Member who is expelled by notice in writing.
- 22.6 A Member whose membership is terminated under this article 22 shall not be entitled to a refund of any Subscription Fee and shall remain liable to pay to the Club any Subscription Fees or other sum owed by him or her.
- 22.7 Any Member who is expelled by the Board may appeal the decision to the Voting Members. Any such appeal will be decided by a majority vote of the Voting Members, such vote to take place within 60 days of an appeal being lodged by the expelled Member with the Board.

23. GENERAL MEETINGS

- 23.1 The Board may call a general meeting at any time.
- 23.2 The Board must call a general meeting if required to do so by the members under the Act.
- 23.3 In each calendar year the Board shall call an AGM at its discretion provided that there is no more than one AGM in any calendar year.

24. LENGTH OF NOTICE

All general meetings (including an AGM) must be called by either:

- 24.1 at least 14 Clear Days' notice; or

24.2 shorter notice if it is so agreed by a majority of the Voting Members having a right to attend and vote at that meeting. Any such majority must together represent at least 75% of the total voting rights at that meeting of all the Voting Members.

25. CONTENTS OF NOTICE

25.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an AGM, and the general nature of the business to be transacted.

25.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

25.3 In every notice calling a meeting of the Club there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another Voting Member (which may include any Officer) as his or her proxy at a general meeting.

26. SERVICE OF NOTICE

Notice of general meetings must be given to every Voting Member, to the directors and to the auditors of the Club (if any).

27. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

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

27.2 A person is able to exercise the right to vote at a general meeting when:

27.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

27.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

27.3 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.

27.4 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.

28. QUORUM FOR GENERAL MEETINGS

28.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.

28.2 30 (thirty) persons entitled to vote on the business to be transacted (each being a Voting Member or a proxy for a Voting Member) shall be a quorum.

28.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the directors may determine, and if at the adjourned

meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

29. CHAIRING GENERAL MEETINGS

29.1 The Chairman of the Board (**Chair**) or in his or her absence some other director nominated by the Board will preside as chair of every general meeting.

29.2 If neither the Chair nor such other director nominated in accordance with Article 29.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to chair the meeting and, if there is only one director present and willing to act, he or she shall be chair of the meeting.

29.3 If no director is willing to act as chair of the meeting, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

30. ATTENDANCE AND SPEAKING BY NON-MEMBERS

The Chair may permit persons who are not Voting Members to attend and speak at a general meeting.

31. ADJOURNMENT

31.1 The Chair may adjourn a general meeting at which a quorum is present if:

31.1.1 the meeting consents to an adjournment; or

31.1.2 it appears to the Chair 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.

31.2 The Chair must adjourn a general meeting if directed to do so by the meeting.

31.3 When adjourning a general meeting, the Chair must:

31.3.1 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 Board; and

31.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

31.4 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 seven Clear Days' notice of it:

31.4.1 to the same persons to whom notice of the Club's general meetings is required to be given; and

31.4.2 containing the same information which such notice is required to contain.

31.5 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.

32. VOTING: GENERAL

32.1 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 Articles.

32.2 A person who is not a Voting Member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Club's debentures (if any).

32.3 Article 32.2 shall not prevent a person who is a proxy for a Voting Member from voting at a general meeting of the Club.

33. VOTES

33.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a Voting Member or proxy of a Voting Member) and entitled to vote shall have a maximum of one vote.

33.2 On a vote on a resolution on a poll at a meeting every Voting Member present in person or by proxy shall have one vote.

33.3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall not be entitled to a casting vote in addition to any other vote he or she may have.

33.4 No Member shall be entitled to vote at any general meeting unless all Subscription Fees then due to the Club have been paid.

34. POLL VOTES

34.1 A poll on a resolution may be demanded:

34.1.1 in advance of the general meeting where it is to be put to the vote; or

34.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

34.2 A poll may be demanded by:

34.2.1 the Chair;

34.2.2 the directors;

34.2.3 two or more persons having the right to vote on the resolution;

34.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or

34.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

34.3 A demand for a poll may be withdrawn if:

34.3.1 the poll has not yet been taken; and

34.3.2 the Chair consents to the withdrawal.

34.4 Polls must be taken immediately and in such manner as the Chair directs.

35. ERRORS AND DISPUTES

35.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

35.2 Any such objection must be referred to the Chair whose decision is final.

36. CONTENT OF PROXY NOTICES

36.1 Proxies may only validly be appointed by a notice in writing (**Proxy Notice**) which:

36.1.1.1 states the name and address of the Voting Member appointing the proxy;

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

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

36.1.1.4 is delivered to the Club in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

36.2 The Club may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

36.3 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.

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

36.4.1.1 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

36.4.1.2 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.

37. DELIVERY OF PROXY NOTICES

37.1 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.

37.2 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.

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

38. AMENDMENTS TO RESOLUTIONS

38.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

38.1.1 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 chair of the meeting may determine); and

38.1.2 the proposed amendment does not, in the reasonable opinion of the Chair materially alter the scope of the resolution.

38.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

38.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

38.3 If the Chair, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

39. MEANS OF COMMUNICATION TO BE USED

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

39.1.1 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);

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

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

39.1.4 if sent or supplied by means of a website, when the material is first made available on the website.

For the purposes of this article 39, no account shall be taken of any part of a day that is not a Business Day.

39.2 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.

40. RULES

The Board may establish rules governing matters relating to 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 rules which Members must abide by either on the golf course or in the clubhouse). 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.

41. INDEMNITY AND INSURANCE

41.1 Subject to article 41.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

41.1.1 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 company's) affairs; and

41.1.2 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 41.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

41.2 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.

41.3 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.

41.4 In this article:

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

41.4.2 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 company or any pension fund or employees' share scheme of the Club or associated company; and

41.4.3 a "**relevant officer**" means any director or other officer or former director or other officer of the Club or an associated company (including any company which

is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Club (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).