

**COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE**

**ARTICLES  
OF ASSOCIATION**

**-OF-**

**THE CONNAUGHT CLUB LIMITED**

**DATE OF INCORPORATION: 9<sup>TH</sup> JUNE 2022**

**COMPANY NUMBER: 14163000**

**REGISTERED OFFICE ADDRESS:  
BARN HOPPETT,  
RANGERS ROAD,  
CHINGFORD,  
E4 7QH**

**BRABNERS LLP  
REF: ITR/GDH/102011.1  
TEL: 0151 600 3000**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**THE CONNAUGHT CLUB LIMITED (the "Club")**

**(Adopted by special resolution passed on 2<sup>nd</sup> July 2023)**

**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;

**Barn Hoppett Limited:** means the company limited by shares incorporated and registered in England and Wales with company number: 00164522 whose registered office address is at The Connaught Club, Barn Hoppett, Rangers Road, Chingford Essex, E4 7QH;

**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;

**The Connaught Club or Club:** means The Connaught Club Limited whose registered office address is Barn Hoppett, Rangers Road, Chingford, E4 7QH with CRN: 14163000;

**Club Byelaws:** means any byelaws created and adopted in accordance with article 36 of these Articles;

**Club Rules:** means any rules created and adopted in accordance with article 36 of these Articles;

**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;

**Games:** means the games of tennis, squash/racketball and/or bowls as the context requires or any other amateur sports played at the Club which are eligible sports as defined by Treasury

Order, by reference to the National Sports Council's list of recognised activities as the context requires;

**LTA:** means the Lawn Tennis Association;

**Management Committee:** means the committee with management powers delegated to it by the directors of the Club and which is governed by the Club Rules and Club Byelaws from time to time;

**Member:** means a person whose name is entered in the Register of Members of the Club and for the avoidance of doubt includes both Voting Members and Non-Voting Members and **Membership** shall be construed accordingly;

**Non-Voting Members:** means all Members of the Club other than the Voting Members and Non-Voting Members shall not be members for the purposes of the Act;

**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;

**President:** means the individual elected in accordance with any Club Rules to fulfil the honorary role of the President of the Club;

**Secretary:** means the elected Honorary Secretary of the Club and any other person appointed to perform the duties of the Secretary of the Club;

**Senior Officers:** means the President, the Honorary Secretary, and the Honorary Treasurer who are elected as Senior Officers in line with article 14.3 and any Club Rules and/or Club Byelaws that may exist from time to time;

**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

**The Connaught Club Trading Limited** means the company limited by shares incorporated and registered in England and Wales with company number: 14988128 whose registered office address is at Connaught Lawn Tennis Bowl Club, Barn Hoppett, Rangers Road, Chingford Essex, E4 7QH;

**The Connaught Trust:** means the Trust created by the Trust Deed dated 9<sup>th</sup> May 1946 and entered into between Frank Fortescue, Arthur Wells Back and George William Houghton, as amended from time to time;

**the unincorporated Club:** means the unincorporated association known as The Connaught Club;

**Treasurer:** means the elected Honorary Treasurer of the Club and any other person appointed to perform the duties of the Treasurer of the Club;

**Voting Members:** means all Members who, under these articles are entitled to receive notice of, attend and vote at general meetings, and those Members are members of the Club for the purposes of the Act;

**writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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. **Object**

- 2.1 The objects for which the Club is established are to:
- 2.1.1 principally provide facilities for and generally to promote, encourage and facilitate the playing of tennis, squash/racket ball, bowls and other amateur sports (which are deemed eligible sports as defined by Treasury Order, by reference to the National Sports Council's list of recognised activities) amongst the whole community of Chingford, Epping Forest and its surrounding areas, regardless of ability;
- 2.1.2 acquire and take over all or any part of the assets and liabilities of the unincorporated Club and to indemnify the Senior Officers and members of the unincorporated Club against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of the unincorporated Club and in respect of all liabilities, obligations and commitments (whether legally binding or not) of the unincorporated Club and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;
- 2.1.3 provide and maintain the Club's premises at Barn Hoppett, Rangers Road, Chingford, E4 7QH (or any future venue) and Club-owned sports equipment and playing surfaces, for the use of its Members, without discrimination;
- 2.1.4 provide the other ordinary benefits of an amateur sports club as set out in Part 13 Chapter 9 of the Corporation Tax Act 2010;
- 2.1.5 obtain funding for the activities of the Club by collecting membership subscriptions, match fees, visitor's fees and by obtaining sponsorship and other available funding;
- 2.1.6 sell or supply food and/or drink as a social adjunct to the sporting purposes of the Club;
- 2.1.7 reinvest any surplus income or profits in the Club;
- 2.1.8 register and retain membership of the LTA and other applicable national sports governing bodies, county and regional associations as may be relevant for each and any of the Games (and by doing so become and remain registered as an associate of each national association including the LTA);
- 2.1.9 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 Games, to promote increases in participation at all levels of the Games or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this article.

## 3. **Powers**

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

- 3.1.1 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;
- 3.1.2 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;
- 3.1.3 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;
- 3.1.4 to purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the grounds, clubhouse and other premises of the Club by persons frequenting them, whether members of the Club or not;
- 3.1.5 to buy, prepare, make, supply, sell and deal in all kinds of apparatus and equipment used in connection with the playing of tennis, squash/racket ball and bowls or any other amateur sport as the case may be and in all kinds of liquors, provisions and refreshments required or used by members of the Club or other persons using the grounds, clubhouse or premises of the Club;
- 3.1.6 to hire and employ all classes of persons considered necessary for the purposes of the Club and to pay them and other persons in return for services rendered to the Club salaries, wages, charges and pensions;
- 3.1.7 to promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and matches for the playing of tennis, squash/racket ball and bowls and other amateur sports and to offer, give or contribute towards prizes, medals and awards for playing the games of tennis, squash/racket ball and bowls and other amateur sports as the case may be to promote, give or support dinners, events, galas, , concerts and other entertainments;
- 3.1.8 to establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, any other associations or clubs whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club provided that no subscription may be paid to any such other association or club out of the funds of the Club, except bona fide in furtherance of the objects of the Club;
- 3.1.9 to support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the Club or its employees, or may be connected with tennis, bowls, squash/racket ball or any other amateur sport or as the case may be; to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Club,
- 3.1.10 to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Club;
- 3.1.11 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;
- 3.1.12 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.13 provide and assist in the provision of money, materials or other help;.

- 3.1.14 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;
- 3.1.15 incorporate subsidiary companies to carry on any trade; and
- 3.1.16 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.

#### **4. Income**

- 4.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members or third parties in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Club of:
  - 4.2.1 reasonable and proper remuneration to any Member, director, Senior Officer or servant of the Club for any services rendered to the Club;
  - 4.2.2 any interest on money lent to the Club by any Member, any director or any Senior Officer at a reasonable and proper rate;
  - 4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
  - 4.2.4 reasonable out-of-pocket expenses properly incurred by any director, Senior Officer or servant of the Club.

#### **5. Winding Up**

- 5.1 Upon dissolution of the Club any remaining assets shall be given or transferred in one or more of the following ways:
  - 5.1.1 By transfer to one or more other bodies registered as a CASC that carry out the same and/or similar sports as the Club;
  - 5.1.2 To a recognised or registered charity; or
  - 5.1.3 the sport's governing body for use by them in related community sports.
- 5.2 Such body or purposes to be determined by resolution of the Voting Members at or before the time of winding up or dissolution and, subject to any such resolution of the Voting Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

#### **6. Guarantee of Voting Members**

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

#### **DIRECTORS**

## **7. Number and Composition of Directors**

- 7.1 Unless otherwise determined by the Management Committee, the number of directors shall not be subject to any maximum but shall not be less than three.
- 7.2 Subject to article 8 and the Act, the board of directors shall comprise:
- 7.2.1 the Chair of the Club Management Committee by virtue of their position and as appointed in line with article 9;
  - 7.2.2 the Honorary Treasurer by virtue of their position and as appointed in line with article 14.3; and
  - 7.2.3 the Honorary Secretary by virtue of their position and as appointed in line with article 14.3.
- 7.3 At least three of the directors must be unrelated or non-cohabiting.

## **8. Appointing Directors**

- 8.1 Subject to these articles and the Act, any prospective director who:
- 8.1.1 is an elected Senior Officer, appointed member of the Management Committee or Voting Member of the Club at the time of their proposed appointment as a director; and
  - 8.1.2 who is willing to act as a director, and is permitted by law to do so,
- may be appointed to be a director by a decision of the Management Committee in line with any Club Rules and/or Club Byelaws as may be in place from time to time, either to fill a vacancy or as an addition to the existing Board of Directors.
- 8.2 Before any director is appointed the Management Committee of the Club must:
- 8.2.1 consider the skills and diversity of the prospective director;
  - 8.2.2 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;
  - 8.2.3 ensure the prospective director signs a letter of appointment which sets out the role and the responsibilities the elected director is expected to fulfil;
  - 8.2.4 ensure the prospective director is currently appointed as a member of the Management Committee, an elected Senior Officer or Voting Member of the Club;
  - 8.2.5 ensure the prospective director is not currently a Trustee of the Connaught Trust;
  - 8.2.6 ensure the prospective director is not currently a director of Barn Hoppett Limited.

## **9. The Chair**

- 9.1 Subject to article 8 and in accordance with any existing Club Rules and/or Club Byelaws that may be in place from time to time, the Management Committee shall elect an individual who is a member of the Management Committee to chair the meetings of the Club. For the avoidance of doubt, the individual selected shall chair all meetings of the Club including the directors', Management Committee's and/or general meetings.
- 9.2 The person so appointed for the time being is known as 'the Chair' or 'the Club Chair'.

- 9.3 The Chair does not have a casting vote.
- 9.4 The Management Committee may terminate the Chair's appointment at any time.
- 9.5 If the Chair is not participating in a directors' meeting, a Management Committee meeting or a general meeting within ten minutes of the time at which it was to start, the participating directors, Senior Officers or members of the Management Committee (as appropriate) must appoint one of themselves to chair the relevant meeting.

## **10. Retirement of Directors**

- 10.1 Any individual who is appointed a director by virtue of their position as the Honorary Secretary and/or Honorary Treasurer shall hold office as a director for a term of one year until the next annual general meeting. He/she/they will be eligible for re-appointment, subject to the provisions of article 10.4.
- 10.2 Subject to article 10.1, any director who is appointed shall hold office as a director for a three-year term from the date on which he/she/they are appointed. He/she/they will be eligible for re-appointment, subject to the provisions of article 10.4.
- 10.3 At the directors' meeting immediately following the end of the director's term as detailed in article 10.2 the relevant director shall retire from office. Subject to article 10.4 a retiring director may offer himself/herself/themselves for re-appointment by the Management Committee and a director that is so re-appointed will be treated as continuing in office without a break.
- 10.4 Any director that has served three terms will not be eligible for re-appointment unless the Management Committee of the Club consider it would be in the best interests of the Club for a particular individual to continue to serve in their role as a director, in which case, the retiring director may be re-appointed for a further term of office.

## **11. Termination of a Director's Appointment**

A person ceases to be a director as soon as:

- 11.1.1 That person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;
- 11.1.2 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;
- 11.1.3 That person is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of any Complaints and Disciplinary process the Club may have from time to time or any relevant county/national sport association (including without limitation the LTA);
- 11.1.4 A bankruptcy order is made against that person;
- 11.1.5 A composition is made with that person's creditors generally in satisfaction of that person's debts;
- 11.1.6 A registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 11.1.7 A special resolution for that person's resignation is passed at a general meeting;
- 11.1.8 That person ceases to be the Chair, Honorary Treasurer, Honorary Secretary or a Voting Member of the Club (as may be relevant);



11.1.9 That person ceases to be a Voting Member of the Club.

## **12. 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.

## **13. Directors' proceedings**

- 13.1 The directors may regulate their proceedings as they think fit, subject to the provisions of the articles.
- 13.2 The directors must hold at least two meetings each year.
- 13.3 Any director may call a meeting of the directors
- 13.4 Questions arising at a meeting shall be decided by a majority of votes.
- 13.5 The quorum for a meeting of the directors shall be three.
- 13.6 A meeting of the directors may be held either in person or by suitable electronic means agreed by the directors in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 13.7 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the directors entitled to receive notice of a meeting (other than any director who has a Conflict and who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 13.8 Every director has one vote on each issue.
- 13.9 A procedural defect of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

## **14. Voting Members' reserve power**

- 14.1 The Voting Members may, by special resolution, instruct the directors to take, or refrain from taking, any specified action.
- 14.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **The Honorary Secretary and Honorary Treasurer**

- 14.3 Subject to article 8 above, the Honorary Secretary and the Honorary Treasurer shall be elected at the annual general meeting in line with any existing Club Rules and Club Byelaws from time to time and will automatically become directors of the Club during the period of their terms.
- 14.4 The Honorary Secretary and Honorary Treasurer shall be elected and appointed for a term of one year until the next annual general meeting.

## **15. Casual vacancies**

- 15.1 All casual vacancies arising amongst the directors of the Club may be filled by the directors, Senior Officers, Voting Members and/or a member of the Management Committee.

- 15.2 Any director, Voting Member, Management Committee member or Senior Officer (other than the Honorary Secretary or Honorary Treasurer) appointed to fill a casual vacancy must retire at the following annual general meeting.

#### **16. Directors' Conflicts of Interest**

- 16.1 A director must:
- 16.1.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared; and
  - 16.1.2 absent himself or herself from any discussions of the directors in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any financial interest).
- 16.2 Any director absenting himself or herself from any discussions in accordance with this article must not vote or be counted as part of the quorum in any decision of the directors on the matter.

#### **17. Records of Decisions to be Kept**

- 17.1 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.
- 17.2 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.

#### **MEMBERS: BECOMING AND CEASING TO BE A MEMBER**

#### **18. Membership**

- 18.1 Membership of the Club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of the Games.
- 18.2 The Board of Directors may establish different classes of Members and set out the different rights and obligations for each class on a non-discriminatory and fair basis, with such rights and obligations recorded in the Register of Members including (without limitation) the classes listed in the following articles 18.3 and 18.4.
- 18.3 The Voting Membership shall consist of the following categories of members who are 18 years old or older:
- 18.3.1 Full Adult Member;
  - 18.3.2 Family Member;
  - 18.3.3 Life Member;
  - 18.3.4 18-28 Member (or Student Member);
  - 18.3.5 Any other category or class of Voting Membership that may be determined by the Management Committee in accordance with any existing Club Rules and Club Byelaws from time to time
- 18.4 The Non-Voting Membership shall consist of the following categories:

- 18.4.1 Junior Memberships (which includes Under 18 Members and 12 and Under Members); and
  - 18.4.2 Other Memberships (which includes Honorary Members, Country Members, Social (non-playing) Members, Temporary Members and other categories or classes of non-Voting Membership which may be determined by the directors from time to time).
- 18.5 All Voting Members shall be entitled to receive notice of, attend and vote at general meetings and shall be entitled to all the privileges of membership relevant to this class of membership. All Non-Voting Members shall be allowed to attend but shall not have the right to receive notice of, nor vote at general meetings.
- 18.6 The Club shall admit to Membership an individual or organisation which:
- 18.6.1 applies to the Club using the application process approved by the directors (this application process is to be open and non-discriminatory); and
  - 18.6.2 is approved by the directors.
- The Management Committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to an appeals panel. 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.
- 18.7 The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating. All Members (except for Life Members) must pay to the Club Membership fees to be decided by the directors from time to time which will not exceed any level that will prejudice the Club's CASC status.
- 18.8 At any one time, the Membership will not consist of more than 50% of Members that are not actively participating in the Games.

## 19. **Transfer of Membership**

- 19.1 A Member may withdraw from Membership of the Club by giving notice to the Club in writing and in accordance with the Club Rules and Club Byelaws as may exist from time to time.
- 19.2 Membership is not transferable.
- 19.3 A person's Membership terminates when that person dies or ceases to exist.
- 19.4 Membership shall cease immediately on dissolution of the Club.

## 20. **Expulsion of Member**

- 20.1 Following completion of the Club's disciplinary procedure, the directors may terminate the Membership of any Member without his/her/their consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
  - 20.1.1 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
  - 20.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
  - 20.1.3 has failed to observe the terms of these articles, any Code of Conduct in place from time to time and/or any Club Rules and/or Club Byelaws.

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

20.2 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 a right to appeal to an appeals panel from a decision of the directors to terminate the Membership of a Member.

20.3 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**

### **21. Resolutions**

21.1 A resolution of the Voting Members must be passed:

21.1.1 as a written resolution; or

21.1.2 at a meeting of the Members (referred to as a general meeting).

### **22. Annual general meeting**

22.1 The Club must hold a general meeting in each year as its annual general meeting in addition to any other meetings in that year and must specify the meeting as the annual general meeting in the notices calling it.

22.2 Not more than 14 months may elapse between the date of one annual general meeting of the company and that of the next.

22.3 The annual general meeting must be held at such time and place as the directors appoint and in accordance with any Club Rules and/or Club Byelaws that exist from time to time.

### **23. Calling a general meeting**

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

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

23.3 The directors are required to call a general meeting once the Club has received requests to do so from Voting Members who represent at least 5% of the total voting rights of all the members having a right to vote at general meetings or any other lesser percentage of the total voting rights of all the Voting Members that may be prescribed within any Club Rules and/or Club Byelaws that may exist from time to time.

### **24. Notice of a general meeting or annual general meeting**

24.1 A general meeting (other than an adjourned meeting) must be called by notice of at least 14 days or longer as may be prescribed within any Club Rules and/or Club Byelaws as may exist from time to time.

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

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

24.3.1 in hard copy form;

- 24.3.2 in electronic form; or
  - 24.3.3 by means of a website,
- or partly by one such means and partly by another.
- 24.4 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:
- 24.4.1 state that it concerns a notice of the Club meeting;
  - 24.4.2 specify the place, date and time of the meeting; and
  - 24.4.3 state whether the meeting will be an AGM.
- 24.5 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.
- 24.6 Notice of a general meeting of the Club must state:
- 24.6.1 the time and date of the meeting;
  - 24.6.2 the place of the meeting; and
  - 24.6.3 the general nature of the business to be dealt with at the meeting;
  - 24.6.4 and any other matter that may be required by any existing Club Rules and/or Club Byelaws that may exist from time to time.
- 24.7 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 or longer as may be prescribed within any existing Club Rules and/or Club Byelaws that may exist from time to time.
- 25. Persons entitled to receive notice of meetings**
- 25.1 Notice of a general meeting of the Club must be sent to:
- 25.1.1 every Voting Member of the Club;
  - 25.1.2 every Management Committee Member;
  - 25.1.3 every Senior Officer of the Club; and
  - 25.1.4 every director of the Club.
- 26. Attendance and speaking at general meetings**
- 26.1 All Members have the right to attend and speak at general meetings.
- 26.2 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.
- 26.3 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.
- 27. Attendance and speaking by directors and non-Members**
- 27.1 The chair of the meeting may permit other persons who are not a director or a Voting Member of the Club to attend and speak at a general meeting.

## 28. **Quorum for general meetings**

- 28.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 28.2 If at any time the Club only has one Voting Member, one qualifying person present at a general meeting is a quorum.
- 28.3 In any other case, the quorum for a general meeting is at least twenty qualifying persons unless:
- 28.3.1 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
- 28.3.2 each is a qualifying person only because he is appointed as proxy of a Voting Member in relation to the meeting, and they are proxies of the same Voting Member.
- 28.4 For the purposes of this article a “qualifying person” means:
- 28.4.1 an individual who is a Voting Member of the Club;
- 28.4.2 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
- 28.4.3 a person appointed as proxy of a Voting Member in relation to the meeting.

## 29. **Chairing general meetings**

- 29.1 If the Management Committee have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.
- 29.2 If the Management Committee have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 29.2.1 the Management Committee; or
- 29.2.2 the directors present; or
- 29.2.3 (if no directors are present), the meeting,
- must appoint a director, member of the Management Committee, a Senior Officer or a Voting Member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- 29.3 The person chairing a meeting in accordance with this article is referred to as “the chair of the meeting”.

## 30. **Adjournment**

- 30.1 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 chair of the meeting must adjourn it.
- 30.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 30.2.1 the meeting consents to an adjournment, or

- 30.2.2 it appears to the chair 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.
- 30.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 30.4 When adjourning a general meeting, the chair of the meeting must:
  - 30.4.1 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
  - 30.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 30.5 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):
  - 30.5.1 to the same persons to whom notice of the Club's general meetings is required to be given, and
  - 30.5.2 containing the same information which such notice is required to contain.
- 30.6 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.

### 31. **Votes of Members**

- 31.1 A resolution put to the vote of a general meeting must be decided on a show of hands.
- 31.2 Subject to the Act, at any general meeting, every Voting Member who is present in person (or by proxy) shall on a show of hands have one vote.
- 31.3 On a vote on a written resolution every Voting Member has one vote.

### 32. **Errors and disputes**

- 32.1 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.
- 32.2 Any such objection must be referred to the chair of the meeting whose decision is final.

### 33. **Amendments to resolutions**

- 33.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 33.1.1 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
  - 33.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 33.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- 33.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed: and
- 33.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 33.3 If the chair of the meeting, 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.

## **ADMINISTRATIVE ARRANGEMENTS**

### **34. Means of Communication to be Used**

- 34.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
  - 34.1.1 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);
  - 34.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 34.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - 34.1.4 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.

- 34.2 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.

### **35. Powers of directors**

- 35.1 The directors of the Club may exercise all powers that may be exercised by the Club and do anything that may be done by the Club, except where under these articles or any statute for the time being in force the power must be exercised or the thing be done by the Club in general meeting.
- 35.2 The directors may act notwithstanding vacancies.
- 35.3 The directors of the Club may issue debentures, debenture stock, bonds, or obligations of the Club at any time, in any form or manner, and for any amount, and may raise or borrow for the purposes of the Club any sum or sums of money either upon mortgage or charge of all or any of the property of the Club, whether present or future, or on bonds or debentures secured by trust deed or otherwise or not secured as they may think fit.



## **36. Rules and/or Byelaws**

- 36.1 The directors of the Club may from time to time make, alter and repeal any rules, byelaws, policies and/or codes of conduct they consider necessary or expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such rules and/or byelaws:
- 36.1.1 regulate the terms and conditions upon which Members, honorary guests, children of Members of the Club and visitors may use the premises and property of the Club;
  - 36.1.2 fix the times of opening and closing the tennis courts, squash courts, bowling green, clubhouse, facilities and premises of the Club or any part of them and the permitted hours for the supply of alcohol;
  - 36.1.3 promulgate any such rules and byelaws to be observed and the prizes or stakes to be played for by Members of the Club playing any games on the premises of the Club;
  - 36.1.4 prohibit particular games on the premises of the Club entirely or at any particular time or times;
  - 36.1.5 regulate the conduct of Members of the Club in relation to one another and to the Club's staff;
  - 36.1.6 set aside the whole or any part or parts of the Club's premises for junior Members, Voting Members, Non-Voting Members or any other class or classes of Members, at any particular time or times, or for any particular purpose or purposes;
  - 36.1.7 impose fines for breach of any rule, byelaw or any Article of Association of the Club; and
  - 36.1.8 regulate all matters that are commonly the subject of the rules and byelaws of a club.
- 36.2 The directors must adopt whatever means they consider sufficient to bring all rules, byelaws, alterations and repeals to the notice of the members of the Club.
- 36.3 All rules and byelaws, so long as they are in force, are binding on all Members of the Club.
- 36.4 No rules or byelaws may be inconsistent with, or affect or repeal anything contained in, the Articles of Association of the Club, or be in breach of any statutory provision or prejudice the Club's status as a CASC. If there is a conflict between the terms of these Articles and any Club Rules and/or Club Byelaws established under this article, the terms of these Articles shall prevail.
- 36.5 Club Rules may only be set aside or amended by an ordinary resolution of a general meeting of the Club.
- 36.6 Club Byelaws may be set aside or amended by a decision of the Management Committee in accordance with any existing Club Rules as may exist from time to time.

## **37. Delegation**

- 37.1 The directors may delegate any of the powers which are conferred on them under the Articles:
- 37.1.1 To the Management Committee of the Club;
  - 37.1.2 to such person, or other committee;
  - 37.1.3 by such means (including by rules, byelaws and/or terms of reference);

- 37.1.4 to such an extent;
  - 37.1.5 in relation to such matters or territories; and
  - 37.1.6 on such terms and conditions;
- as they think fit.
- 37.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
  - 37.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
  - 37.4 In the exercise of the powers delegated to it, a committee must conform to any regulations prescribed by the directors.
  - 37.5 Any delegation of powers or appointment of a committee may be recalled or revoked by the directors at any time.

### 38. **Change of Club Name**

The name of the Club may be changed by a special resolution of the Voting Members, or otherwise in accordance with the Act.

### 39. **Indemnity and Insurance**

- 39.1 Subject to article 39.2, but without prejudice to any indemnity to which a relevant officer or director is otherwise entitled:
  - 39.1.1 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
  - 39.1.2 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 39.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 39.2 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.
- 39.3 The directors may, on the recommendation of the Management Committee or otherwise, 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.
- 39.4 In this article:
  - 39.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
  - 39.4.2 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

- 39.4.3 a **relevant officer** means any director or Senior Officer or other officer, or former director or former Senior Officer or former other officer of the Club, which may include members of the Management Committee and other committees where appropriate.