

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
of  
LONGCLIFFE GOLF CLUB LIMITED

**Name**

The company's name is LONGCLIFFE GOLF CLUB LIMITED (and in this document it is called the "Company").

**1. Interpretation**

In these articles:

- |                    |  |
|--------------------|--|
| "the Act"          | means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force  |
| "the Articles"     | means the Company's articles of association  |
| "Byelaws"          | means the Byelaws of the Company in force from time to time  |
| "member"           | means Voting and Non-Voting members over the age of 18 as defined in the Byelaws   |
| "junior member"    | means a member under the age of 18 not entitled to vote as defined in the Byelaws  |
| "Honorary Officer" | means a President, Club Captain, Men's Captain or Ladies Captain, Men's Vice Captain or Ladies Vice Captain  |
| "Officer"          | means a Chairman, Director or Company Secretary of the Company   |
| "Secretary"        | means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary   |
| (a)                | Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification not yet in force when these Articles become binding on the Company. |
| (b)                | The masculine includes the feminine and, where appropriate, the singular includes the plural.  |
| (c)                | The headings in these Articles do not form a part of them or in any manner affect their interpretation or construction.  |

- (d) In the event of contradiction or interpretation between the Company documentation then these Articles will take precedence.

## **2. Liability of Members**

The liability of members is limited.

Every member of the Company undertakes that if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute a sum (not exceeding £1) as may be demanded of him or her towards the payment of the debts and liabilities of the Company incurred before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

## **3. Application of Income and Property**

All income and property of the Company howsoever derived shall be applied solely towards promotion of the objects of the Company as stated in Article 4 below ("the Objects") and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any member of the Company and no Director of the Company shall be paid by salary or fees or receive any remuneration or other benefit in money or worth from the Company for discharging his duties as such. This does not prevent a member receiving reasonable and proper remuneration for any goods or services supplied to the Company.

## **4. Company Objects**

The Company's Objects are specifically restricted to promoting the game of golf and other athletic sports and pastimes and to encourage social intercourse among the members of the Company and in particular to lay out, prepare and maintain a golf course on or at Snells Nook Lane or elsewhere, for golf and other purposes of the Company, and to provide clubhouses, lavatories, kitchens, refreshment rooms, Halfway House, workshops, sheds and other conveniences in connection therewith, and to furnish and maintain the same and permit the same to be used by the members of any club established by the Company;

In furtherance of the Objects but not otherwise the Company may exercise the following powers:

- (a) To acquire and take over all or any part of the undertaking, assets and liabilities of the present unincorporated association known as Longcliffe Golf Club;
- (b) To establish, maintain and conduct a golf club for the accommodation of members of the company and their friends and generally to afford them all the usual privileges, advantages and accommodation of a golf club;
- (c) To promote and hold either alone or jointly with any other association, club or persons, golf meetings, competitions and matches and to offer, give or contribute

towards prizes, medals and awards and to promote, give or support dinners, balls, concerts and other entertainments;

- (d) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct and maintain and alter any buildings or erections necessary or convenient for the work of the Company;
- (e) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its Objects;
- (f) To purchase, take on lease, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment/apparatus and other things required which may be conveniently used in connection with the grounds, clubhouse or other persons using the grounds, clubhouse or premises of the Company;
- (g) To buy, prepare, make, sell and deal in all kinds of apparatus and equipment used in connection with golf and in all kinds of liquors, provisions and refreshments required or used by members of the Company or other persons using the grounds, clubhouse or premises of the Company;
- (h) To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them and other persons in return for services rendered to the Company salaries, wages, charges and pensions;
- (i) To support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the Company or its employees, or may be connected with golf; to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Company, or to the wife, husband, widow, children or other needy relatives of any such person; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company;
- (j) To borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may from time to time be determined;
- (k) To invest and deal with the monies of the Company not immediately required upon such investments, securities or property and in such manner as may from time to time be determined;
- (l) To do all such other lawful things as are incidental or conducive to the attainment of any of the above Objects; and
- (m) To do all such things as the Directors consider being in the best interests of the Club.

## **5. Membership**

Membership of the Company shall be open to all without discrimination. A member of the Company may only be an individual and not a body corporate or a partnership. A person

becomes a member of the Company by making application in the form and manner from time to time as determined by the Directors. Membership follows the Club's Membership and Subscriptions Policy and is awarded following a successful outcome after meeting with the General Manager and upon payment of any subscriptions due.

The application form shall contain an undertaking to comply fully with the Articles and Byelaws and an undertaking that if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her towards the payment of the debts and liabilities of the Company incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

Any member bringing the Company into disrepute may be disciplined in accordance with the Disciplinary Procedures Policy detailed in the Byelaws. This may result in expulsion.

**6. Notice of resignation**

Any member wishing to resign his membership of the Company must give one months' notice in writing of his intention to do so addressed to the General Manager and deposited at or sent to the registered office of the Company.

**7. Expulsion of members**

Any member of the Company expelled in accordance with the Articles and Byelaws, or otherwise ceasing to be a member of the Company whether by resignation, death or any other reason, shall, in default of an actual notice of resignation of his membership of the Company served in accordance with Article 6 above, be automatically deemed to have served a notice resigning his membership of the Company pursuant to Article 6 one calendar month from the date that he ceased to be a member of the Company. Any member of the Company who ceases to be a member for whatever reason forfeits all rights to or claim upon the Company, its property or funds, or any return of fees or subscriptions paid and remains liable for any fees or charges due from him as at the date of cessation including, for the avoidance of doubt, the undertaking to contribute the sum (not exceeding £1) set out at Articles 2 and 5 above.

**8. Rights of member's personal**

The rights of a member as such are personal and not transferable and cease upon their death.

**9. Annual General Meeting**

The Company shall hold a general meeting in December of 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 convening it. The Annual General

Meeting shall be held at such time and place as the Directors shall appoint and shall be called with at least 14 days' notice.

#### **10. Special General Meeting**

All general meetings other than Annual General Meetings shall be called Special General Meetings.

- (a) The Directors may, whenever they think fit, convene a Special General Meeting.
- (b) Members of the Company may require the Directors to convene a Special General Meeting. The Directors must call a Special General Meeting once the company has received requisition in writing to do so from 20 members having at the date of deposit of the request a right to vote at Special General Meetings.

A requisition made by members:

- (a) Must state the general nature of the business to be dealt with at the meeting, and
- (b) Must include the text of a resolution that may properly be moved and is intended to be moved at the meeting.

A resolution may properly be moved at a meeting except in the situation where, if passed, it would be ineffective, it is defamatory, or it is frivolous or vexatious.

A requisition may be made in hard copy or electronic form and must be authenticated by the person or persons making it.

If the Directors are required to hold a meeting pursuant to a requisition by members, they shall call such meeting within 21 days from the date on which they become subject to the requirement. Notice of the meeting shall include notice of the resolution. The meeting shall be held on a date not more than 28 days after the date of the notice convening the meeting.

If the Directors are required to call a meeting but fail to do so in accordance with the above provisions, the members who requisitioned the meeting, or any of them representing more than 50% of the total voting rights of all of them, may themselves call a Special General Meeting. Notice of the Special General Meeting shall include notice of the resolution. The meeting shall be called for a date not more than three months after the date on which the Directors became subject to the requirement to call a meeting.

#### **11. Notice of Special General Meetings**

A Special General Meeting called for the passing of a special resolution shall be called by at least 21 days' notice. Any meeting may be called by shorter notice than that otherwise required if shorter notice is agreed by members who represent not less than 90% of the total voting rights. Any period of notice is exclusive of the day on which the notice is given and the day of the meeting.

Notice shall be given to every member and every Director of the Company, and shall state:

- (a) The time and date of the Meeting;

- (b) The place of the Meeting; and
- (c) The general nature of the business to be dealt with at the Special General Meeting.

Notice shall be given in hard copy form, in electronic form, or by means of the Company website; or partly by one such means and partly by another. If notice is by means of the Company website, the Company shall notify persons so entitled of the presence of the notice on the website. Such notification shall state that it concerns a notice of a Company Meeting, and specify the place, date and time of the meeting. The notice shall be available on the Company website from the date of notification until the conclusion of the Meeting.

Accidental omission to give notice of any meeting to any one or more persons does not of itself invalidate the proceedings at that meeting.

## **12. Special Business**

All business shall be deemed special that is transacted at a Special General Meeting and also all that which is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and auditors, the election and re-election of the Directors, Presidents, Captains and Vice-Captains in the place of those retiring and the appointing, and the fixing of the remuneration of the auditors.

## **13. Quorum**

No business may be conducted at any meeting unless a quorum of members of the Company is present. Save as otherwise provided in these Articles, fifteen members of the Company present in person or by proxy and entitled to vote is a quorum. If within twenty minutes from the time appointed for the meeting a quorum of members is not present or if, during the holding of a meeting, such a quorum ceases to be present:

- (a) If the meeting was called pursuant to a request by members, it shall immediately be dissolved; and
- (b) In any other case, the meeting shall be adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors may determine. If, at the adjourned meeting, a quorum of members is not present within twenty minutes of the time appointed for the adjourned meeting, the members present shall form a quorum.

## **14. Chairman**

The Chairman of the Board of Directors shall preside as Chairman at every Special General Meeting of the Company. If there is no such Chairman, he is unwilling to act, or he is not present within twenty minutes after the time appointed for the holding of the meeting, the Directors present shall elect one of their number to be Chairman of the meeting. If at any meeting no Director is willing to act as Chairman, or if no Director is present within 30

minutes after the time appointed for holding the meeting, the members present shall, by simple majority, elect one of their number to be Chairman of the meeting.

#### **15. Passing of resolutions**

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands. A declaration by the Chairman that a resolution has or has not been passed, or passes with a particular majority, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in recorded minutes of the meeting shall also be conclusive evidence of that fact without such proof. A declaration or entry shall not be conclusive evidence if a poll is demanded in respect of the resolution, and the demand is not subsequently withdrawn.

- (a) A poll may be demanded by:
  - (i) The Chairman;
  - (ii) At least five members having the right to vote at the meeting;
- (b) The demand for a poll may be withdrawn.
- (c) If a poll is demanded and not withdrawn:
  - (i) It shall be taken in such manner as the Chairman directs and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded. In the event of an equality of votes, the Chairman at any Special General Meeting shall have a second or casting vote; and
  - (ii) If demanded by the Chairman, or on the question of adjournment, the poll shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs and any business other than that upon which a poll has been demanded may be proceeded with prior to pending the taking of the poll.

Subject to the provisions of the Act, a resolution in writing signed by each and all of the members of the Company for the time being entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if the same had been duly passed at a Special General Meeting of the Company duly convened and held.

#### **16. Voting rights**

Every voting member of the Company shall be entitled to vote under these Articles from time to time and shall have one vote and shall be entitled to receive notice of and to attend and vote at general meetings PROVIDED THAT no member may vote at any meeting unless all monies presently due and payable by him to the Company and unincorporated golf club have been paid.

#### **17. Proxies**

Any voting member of the Company may appoint another voting member of the company as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. Any eligible voting member acting as a proxy may only represent one other eligible voting member. The exception to this is the Chairman of the meeting who may be appointed by any number of eligible voting members to represent them as their proxy at the meeting. Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement informing the member of his rights to appoint a proxy.

- (a) A proxy must: be addressed to a member entitled to vote at a general meeting, be authenticated by the appointor, and be in or contain the information in the form set out by the Directors:

I, [name] of [address] being [a member] of the above-named company hereby appoint either:

- (i) The Chairman; or
- (ii) [name] of [address]

as my proxy to vote in my name and on my behalf at the Special General Meeting of the Company to be held on [date and time] and at any adjournment.

[Directions, if any, as to how the proxy is required to vote]

Unless otherwise instructed the proxy shall vote as he or she thinks fit.

Dates this                      day of                      20

Signature(s) of appointor member(s)

- (b) Where the Company has given an electronic address in a notice calling a meeting, and in an instrument of proxy or invitation to appoint a proxy in relation to the meeting, any document or information relating to proxies for that meeting may, subject to any conditions or limitations specified in the notice, be sent by electronic means to that address. Documents relating to proxies include: the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, a proxy, and notice of termination of the authority of a proxy.
- (c) The instrument appointing a proxy must be received by the Company no later than the following time:
- (i) In the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;
  - (ii) In the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll;
  - (iii) In the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded.

In calculating the periods in this Article, no account shall be taken of any part of a day that is not a working day.

- d) In default of compliance with this Article the instrument of proxy shall not be treated as valid. A valid instrument of proxy shall be deemed, unless expressing the



contrary, to confer authority to demand or join in demanding a poll. An otherwise valid instrument of proxy shall only be deemed invalid if a revocation of proxy, in whole or in part, shall be received by the Company AND/OR the appointee prior to the exercise of the proxy at the meeting or the adjourned meeting.

## **18. Directors**

- (a) The number of Directors shall be not less than five including the Chairman, nor greater than seven including the Chairman. This maximum and minimum may be changed by a resolution of the Company in a Special General Meeting. A Director must be a voting member of the Company or prior to incorporation voting member of the club with five years standing. The President, Club Captain, Men's or Ladies Captain together with their respective Vice Captains of the Company shall be entitled to attend Directors Meetings without voting rights and shall not be eligible to be appointed under the provisions of Article 14 hereof.
- (b) At a meeting of Directors, four Directors are a quorum. The Directors shall meet quarterly or more frequently if necessary. A Director shall not vote nor be counted as a member of the quorum at any Directors' meeting held in respect of any contract in which he is interested and if he shall purport to vote his vote shall not be counted and if the meeting is thereby inquorate any resolution concerning that contract is and shall be void. In the absence of a Chairman, the Directors may elect a Chairman at a meeting of Directors who shall be Chairman unless and until another Director is elected in his place or he shall cease to be a Director. If there are fewer than the stated minimum number of Directors, those Directors or a sole Director in office shall not have the power to transact business PROVIDED THAT they shall be entitled to- and shall forthwith- call a Special General Meeting for the purpose of appointing further Directors.
- (c) For the period prior to any Special General Meeting with a resolution which concerns or affects the same, the Directors of the Company shall be those members of the Club as approved at the last AGM of the club prior to the date of incorporation of the Company who consent in writing to accept appointment as Directors of the Company.

## **19. Remuneration**

No Director of the Company shall be appointed to any salaried office and no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Director except a Director is entitled to be reimbursed from the property of the Company for payment of out-of-pocket expenses properly and reasonably incurred by him or her solely in connection with the Director's duties as Director when acting on behalf of the Company, PROVIDED THAT nothing in these Articles shall prohibit payment by the Company of any sum or salary to the Secretary for clerical or other assistance.

**20. Age-limits**

A person may not be appointed Director of the Company unless he has attained the age of 23 years (minimum age of 18 plus 5 years eligible voting rights). There is no maximum age limit for Directors.

**21. Retirement of Directors**

At each Annual General Meeting of the Company all those Directors that have served their three year tenure must retire from office. Retiring Directors are eligible for re-election. The Company may from time to time by ordinary resolution determine in what rotation the Directors are to retire from office.

The Company at the Annual General Meeting at which a Director retires in the manner set out at Article 21 may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election in accordance with Article 22 below, be deemed to have been re-elected, unless at such a meeting 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.

**22. Appointment and removal of Directors**

Save where the number of Directors falls below five, the Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.

The Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.

The office of a Director is further vacated automatically if:

- (a) He holds any office of profit under the Company;
- (b) He is directly or indirectly interested in any contract with the Company and fails to declare the nature and/or existence of his interest in the manner required by s.182 of the Act;
- (c) His/her membership of the Company is terminated;
- (d) He/she absents himself from three consecutive meetings of the Directors without special leave of absence from the Directors acting and duly recorded at a Directors meeting held during the period of absence;
- (e) He/she is disqualified from acting as a Director by operation of law or order of the court; or

- (f) He/she gives the Directors one calendar months' notice in writing that he resigns his office.
- (g) He/she being an elected Director of the Company was elected under the provisions of Article 23 to the position of President, Club Captain, Men's Captain or Ladies Captain, Men's Vice-Captain or Ladies Vice-Captain.

## **23. Election of Presidents, Captains and Vice-Captains**

A President, Club Captain and either a Men's Captain or a Ladies Captain together with respective Vice-Captains shall be elected by the members at the Annual General Meeting of the Company and they shall be elected to serve for one year. The President, at the discretion of the Board, may put themselves forward for a second, one year's term of office if they so wish.

No member shall be elected as President, Club Captain, Men's Captain or Ladies Captain, Men's Vice-Captain or Ladies Vice-Captain unless he has been a member for not less than three years and is over the age of twenty-one years. However, in exceptional circumstances, the Board may approve the nomination of a candidate who does not fulfil these criteria and allow them to go forward for election at the AGM. A notice in writing signed by an Ordinary Voting Member and seconded in writing by another Ordinary Voting Member (each over the age of twenty-one years and not less than three years standing in membership) should be submitted to the General Manager not less than seven days before the date of the Annual General Meeting at which the election is to be held.

## **24. Election of Chairman and Directors**

No person shall be eligible for election as Director at any Annual General Meeting unless not less than 7 days nor more than 21 days before the date appointed for the meeting there shall have been left at the registered office of the Company:

- (a) A notice in writing signed by two members duly qualified to attend and vote at that meeting stating the member's intention to propose such person for election as Director; and
- (b) A notice in writing signed by the proposed Director stating his willingness to be elected.

The names of candidates proposed in accordance with this Article and Article 23 shall be entered onto the proxy form delivered with the notice convening the Annual General Meeting of the Company and placed thereupon in alphabetical order and against the name of the candidate seeking election of Captain the word "Captain" must appear and provision made thereon for the members of the Company to indicate their vote in favour of or against any such nominee. The same process should apply to the remaining honorary officer positions. A retiring Director offering himself for re-election may be identified as such on the proxy form delivered with the notice convening the Annual General Meeting.

## **25. Ballot**

In the event of there being more candidates or nominations than there are vacancies on the board of Directors, subject to the maximum number of Directors as set out in these Articles, the election shall be by ballot at the Annual General Meeting. If there should be an equality of votes, the Chairman shall decide by lot which of the candidates so receiving an equal number of votes shall be elected. In case there shall be insufficient nominations the Directors may fill the remaining vacancies in accordance with and subject to Article 22.

## **26. Powers and duties of Directors**

- (a) The general duties of the Directors are as specified in section 170 to section 177 of the Act.
- (b) The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or under these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act and these Articles and to such regulations, not being inconsistent with the foregoing provisions, as may be prescribed by the Company in General Meeting PROVIDED THAT no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. The Directors may, subject to Article 18 act notwithstanding vacancies.
- (c) The Directors may exercise all the powers of the Company including:
  - (i) To borrow money, and to mortgage or charge its assets or undertakings, or any part thereof, and to issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company;
  - (ii) To recommend for consideration at a Special General Meeting the annual and other subscriptions payable by Members on such terms and conditions as they think fit and provide for such variation of subscriptions for different classes of Members as they think fit. The annual subscriptions shall become due in advance on 1st October in each year or such other date or dates as the Directors in any case may determine. If the whole of the subscription or any part thereof shall remain unpaid within one calendar month of its due date a member shall cease ipso facto to be a member of the Company and shall have no claim on the assets thereof. If the recommendation is not approved then the subscriptions payable shall be at the level previously approved;
  - (iii) To raise money by a levy upon the members but the payment of such levy shall not be enforceable unless the imposition of the levy has been approved by a normal resolution passed in any Special General Meeting including the Annual General Meeting of the Company;

- (iv) To fix from time to time the different categories of membership the conditions of entry into each category and the rights and privileges attaching to each category which for the avoidance of doubt shall include the voting rights of each category as contained in the Byelaws.

## **27. Delegation of Powers**

The Directors may delegate any of their powers to a committee or committees of members of the Company appointed by the Directors. The Directors shall appoint the Chairman of each committee. A committee must conform to any regulation prescribed by the Directors and the Articles of the Company. 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.

A committee may meet and adjourn as it thinks proper or as directed by the Directors. 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 shall not have a second or casting vote.

## **28. Payments**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the Directors shall from time to time by resolution determine.

## **29. Minutes**

The Directors shall cause minutes to be made for the purpose of:

- (a) All appointments of Officers or membership of committees and the delegated powers of those committees made by the Directors including the revocation or recall of the same;
- (b) The names of all Directors and members present at each meeting of the Directors and of any committee; and a summary of the minutes will be made available to members; and
- (c) All resolutions of members passed all proceedings of general meetings of the Company and of the Directors and committees.

The records referred to at (c) above must be kept for at least six years from the date of the resolution, meeting or decision, as appropriate.

## **30. Directors Meetings**

- (a) The Directors shall be entitled to request observers to attend meetings of the board of Directors who shall be members of the Company and who shall, subject to any

contrary resolution of the Directors, have the right to speak but not vote at those meetings.

- (b) Subject to Article 18, the Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall not have a second or casting vote. A Director may, and the Secretary on requisition of the Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.
- (c) All acts done by any Director in support of the Company delivering its strategic plan, acting either alone or as part of a committee or meeting, shall be valid notwithstanding that it is afterwards discovered that: there was a defect in his appointment, he was disqualified from holding office, he had ceased to hold office, or he was not entitled to vote on the matter in question.
- (d) A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

### **31. Accounts**

- (a) The Directors shall ensure that adequate accounting records are kept, in accordance with section 386 of the Act. In particular, these shall contain:
  - (i) Entries from day to day of all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place; and
  - (ii) A record of the assets and liabilities of the Company.
- (b) The accounting records shall be kept at the Company's registered office or such other place as the Directors think fit, and shall at all times be open to inspection by the Company's Officers. The Directors shall from time to time determine whether and to what extent, at what times and places, and under what conditions and regulations, the accounting records, or any of them, are to be open to the inspection of members of the Company who are not Officers, or as otherwise determined by statute or by the Company in general meeting. Save as aforesaid no member of the Company who is not an Officer has any right to inspect any accounting records or other document of the Company save as expressly conferred by statute and subject to the conditions provided therein. Accounting records which the Company is required to keep under section 386 of the Act shall be preserved for at least six years from the date on which they are made.

### **32. Company Accounts**

For each financial year, the Directors shall prepare accounts of the Company for that financial year comprising: a balance sheet as at the last day of the financial year and a profit

and loss account, giving a true and fair view of the Company's financial position and in accordance with section 398 of the Act. The company's annual accounts shall be approved by the board of Directors and signed on behalf of the board by a Director of the Company. The balance sheet shall contain the signature, the name of the person who signed it, and a statement in a prominent position above the signature to the effect that the accounts have been prepared in accordance with the provisions applicable to a company subject to the small companies' regime as defined in section 381 of the Act.

### **33. Directors Report**

The Directors shall also prepare a Directors' report for each financial year of the Company, stating:

- (a) The names of the persons who, at any time during the financial year, were Directors of the Company; and
- (b) The principal activities of the company in the course of the year; and
- (c) The Directors' report shall be approved by the board of Directors and signed on behalf of the board by a Director or the Secretary of the Company. It shall state the name of the person who signed it and contain a statement in a prominent position above the signature to the effect that the report has been prepared in accordance with the small companies' regime.

### **34. Audit**

The Company accounts must be audited and approved at a General Meeting. Should the company be audited, the Directors' report shall also contain a statement to the effect that, in the case of each of the persons who are Directors at the time the report is approved:

- (a) So far as the Director is aware, there is no relevant audit information of which the Company's auditor is unaware; and
- (b) He has taken all steps that he ought to have taken as a Director in order to make himself aware of any relevant audit information and to establish that the Company's auditor is aware of that information.
- (c) The Directors shall deliver to the registrar for each financial period a copy of the balance sheet drawn up as at the last day of that year, and a copy of the auditor's report on those accounts. The Directors may also deliver:
  - (i) a copy of the Company's profit and loss account for that year; and
  - (ii) a copy of the Directors' report for that year.
- (d) Such accounts and reports shall be filed no more than 9 months after the end of the relevant accounting reference period. Calculation of the period for filing shall be in accordance with section 443 of the Act.
- (e) Copies of the Company's annual accounts and reports for each financial year shall be sent to all persons entitled to receive notices of General Meetings of the Company,

provided that no such obligation shall arise for a person for whom the Company does not have a current address as defined in section 423 of the Act. Such accounts and reports must be sent no later than the end of the period for filing, or, if earlier, the date on which the Company's accounts and reports are actually delivered to the registrar.

- (f) On demand by a member, the Company shall provide within seven days of receipt of the request and free of charge a single copy of: the company's last annual accounts, the last Directors' reports, and – if the Company was audited for that financial year – the auditors' report on those accounts (including the statement on that report). The entitlement under this Article is in addition to any copy to which a member may be entitled under Article 34(e) above.
- (g) Auditors shall be appointed and their duties regulated in accordance with the provisions of Part 16 of the Act.

### **35. Byelaws of the Club**

The Directors of the Company may from time to time make, alter and repeal any Byelaws 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 Byelaws:

- (a) Regulate the different categories of membership, the conditions of entry into each category and the rights and privileges attaching to each category which for the avoidance of doubt shall include the voting rights of each category
- (b) Regulate and prescribe such rules as they deem necessary for the nomination and election of the President, Captain, Vice-Captain, Lady Captain and Lady Vice-Captain.
- (c) Regulate the terms and conditions upon which guests of the club and its members, children of members of the Club and visitors may use the property and premises of the Company;
- (d) Fix the times of opening and closing of the golf course, clubhouse and premises of the Company or any part of them and the permitted hours for the supply of intoxicating liquor;
- (e) Regulate the conduct of members of the Company in relation to one another and to the Company staff;
- (f) Set aside the whole or any part of the Company premises for members or class of member at any particular time or for any particular purpose;
- (g) Regulate all matters in relation to expulsion and suspension of membership from the Company.
- (h) Regulate any matter that is commonly the subject of Company rules and byelaws.

The Directors must adopt whatever means they consider sufficient to bring all Byelaws, alterations, repeals and additions to the notice of the members of the Company. All Byelaws of the Company, for so long as they are in existence, are binding upon all members of the



Company. No Byelaw may be inconsistent with, or affect or repeal anything contained in the Articles or be in breach of any statutory provision. Any Byelaw may be altered, repealed or added by resolution of the Directors.

**36. Indemnity**

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other Officer or committee member of the Company shall be indemnified out of the assets of the Company against any liability incurred by him to a person other than the Company in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the courts for liability for negligence, default, breach of statutory or other duty or breach of trust in relation to the affairs of the Company SUBJECT ALWAYS that the person so indemnified must have acted honestly, reasonably and in the best interests of the Company and is entitled to be indemnified.

**37. Dissolution**

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed amongst the members of the Company in proportion to the annual subscription payable by each category of membership.

**38. Communication (including Notices) by the Company to Members**

Unless otherwise provided for in these Articles or by the Act, the Company may send a document or information to a member by the following means:

- (a) In hard copy form by sending it by post in a prepaid envelope addressed to the member at the address held by the Company in its register. Provided that the address is in the United Kingdom, and it was properly addressed, prepaid and posted, service of the document or information is deemed to have been received by the intended recipient 48 hours after it was posted;
- (b) In electronic form if the member has given an e-mail address for this purpose. Provided that it was properly addressed, the document or information is deemed to have been received by the intended recipient 48 hours after it was sent; or
- (c) By making such document or information available on the Company website. The document or information shall be readable and downloadable, and the recipient shall be notified of its presence and how to access it. The document or information is deemed to have been received by the intended recipient when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website. It shall be available on the website for at least 28 days beginning with the day on which notification was sent to the intended recipient, provided that

temporary non-availability wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid shall be disregarded.

- (d) Where a member has received a document or information from the Company otherwise than in hard copy form, he may require the company to send him a version of the document or information in hard copy form. The Company shall send free of charge such document or information in hard copy form within 21 days of receipt of any such request.
- (e) A document or information sent or supplied by a member to the Company or by the Company to a member is sufficiently authenticated if:
  - (i) in hard copy form, it is signed by the person sending or supplying it; and
  - (ii) in electronic form, the identity of the sender is confirmed in the manner specified by the Company or, where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the company has no reason to doubt the truth of that statement.

Amendments in 2021 - Articles updated to reflect the official incorporated status of LONGCLIFFE GOLF CLUB LIMITED.