

Company Limited by Guarantee and Not Having a Share Capital

ARTICLES OF ASSOCIATION

Of

SUSSEX MARTLETS CRICKET CLUB LIMITED

Adopted by Special Resolution on 14 March 2017



THE SUSSEX MARTLETS

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1 In these Articles, unless the context requires otherwise:

appointor has the meaning given to that term in Article 28.1;

Articles means the Company's Articles of Association for the time being in force;

bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

CA 2006 means the Companies Act 2006;

Candidate means a candidate for membership of the Club;

chairman of the meeting has the meaning given to that term in Article 39;

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Club means a cricket and golf club pursuant to Articles 3.1.2 and 3.1.3;

Committee means the committee described in Article 10;

Committee Members means those persons described in Article 10.1.1;

Companies Acts means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company;

Conflict has the meaning given to that term in Article 20.2;

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

director means a director of the Company, 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 to that term in section 1168 of CA 2006;

hard copy form has the meaning given to that term in section 1168 of CA 2006;

Honorary Member means a member of the Club upon whom honorary membership has been bestowed by the Committee from time to time;

instrument means a document in hard copy form;

Match Manager means a match manager appointed by the cricket or golf sub-committee of the Club (as the case may be) for the purposes of managing cricket or golf fixtures of the Club from time to time;

MCC means Marylebone Cricket Club

member has the meaning given to that term in section 112 of CA 2006;

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;

non-conflicted director means any director who is not a conflicted director;

Officer means an officer of the Club as set out in clause 9.1;

ordinary resolution has the meaning given to that term in section 282 of CA 2006;

participate, in relation to a directors' meeting, has the meaning given to that term in Article 16,

President has the meaning given to that term in Article 36;

proxy notice has the meaning given to that term in Article 50.2,

proxy notification address has the meaning given to that term in Article 51.1;

relevant officer has the meaning given to that term in Article 57.2.1, as the case may be,

relevant loss has the meaning given to that term in Article 57.2.2;

Rules means the Articles and any rules or byelaws made by the directors pursuant to Article 58;

Secretary means the secretary of the Club from time to time;

Special resolution has the meaning given to that term in section 283 of CA 2006;

Subscription Date means 1 April in each year or such other date as determined by the Committee from time to time;

subsidiary has the meaning given to that term in section 1159 of CA 2006;

Temporary Member means a temporary member of the Club for the purposes of fulfilling a fixture ;

United Kingdom means Great Britain and Northern Ireland; and

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

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company 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 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 No regulations set out in any statute or in any statutory Instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the Articles of association of the Company.

1.7 In these Articles the masculine gender shall include the feminine gender.

2. LIABILITY OF MEMBERS

2.1 The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year after he ceases to be a member, for

2.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;

2.1.2 payment of the costs, charges and expenses of winding up; and

2.1.3 adjustment of the rights of the contributories among themselves.

PART 2

STATEMENT OF OBJECTS

3. OBJECTS

3.1 The objects for which the Company is established are:

3.1.1 to acquire the undertaking and assets of the unincorporated association the Sussex Martlets Cricket Club;

3.1.2 to administer a members' club for the purpose of playing wandering, competitive, non-league cricket based in the County of Sussex, which is played to a high standard within the "Spirit of Cricket" as defined in the current MCC Code, and which seeks to promote the social ethos and qualities of the game both on and off the field;

3.1.3 to play and promote golf and such other sports as may be relevant to members of the Club and to its objectives;

3.1.4 to carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously earned on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or is required by any customers of or persons dealing with the Company;

3.1.5 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property,

3.1.6 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;

3.1.7 to invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made,

- 3.1.8 to lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company many manner,
 - 3.1.9 to borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
 - 3.1.10 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments,
 - 3.1.11 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions,
 - 3.1.12 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same;
 - 3.1.13 to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are to have been employed by, or who are serving or have served the Company, and to the wives, widows, children and other relatives and dependents of such persons, to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents; and
 - 3.1.14 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others.
- 3.2 The objects set forth in each sub-Article of this Article 3 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-Article or from the name of the Company. None of each sub-Articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-Articles as if each sub- Article contained the

objects of a separate company. The word company in this Article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated, unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 3.3 The Company may be dissolved by a special resolution of the members in general meeting of which not less than 28 clear days notice (in accordance with Article 40 (save as to notice period)) shall have been given to each member. If such resolution shall be passed, the directors at the direction of the Committee shall on such future date as shall be specified in such resolution (or if none, then forthwith) proceed to realise the property and assets and discharge all liabilities of the Company and distribute the net proceeds thereof either solely or proportionately to such institution or institutions or such body or bodies concerned with cricket or other sports or games connected with Sussex as the Committee in its discretion select. Upon completion of such distribution the Company shall be dissolved.

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. DIRECTORS' GENERAL AUTHORITY

- 4.1 Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 4.2 The directors shall be those Officers set out at Articles 9.1.1 to 9.1.3 inclusive, namely the Chairman, the Secretary and the Treasurer of the Club.

5. NAME AND COLOURS

- 5.1 Without prejudice to the generality of Article 4, the directors may resolve in accordance with Article 12 to change the Company's name.
- 5.2 The Club shall carry on under the style or name 'The Sussex Martlets'.
- 5.3 The colours of the Club shall be dark blue, light blue and pink.

6. MEMBERS' RESERVE POWER

- 6.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 6.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

7. DIRECTORS MAY DELEGATE

- 7.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- 7.1.1 to such person or committee;
- 7.1.2 by such means (including by a power of attorney);
- 7.1.3 to such an extent,

7.1.4 in relation to such matters or territories; and

7.1.5 on such terms and conditions;

as they think fit

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

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

8. RETIREMENT OF DIRECTORS

8.1 If a director resigns or is removed from his position as an Officer, he shall be deemed to have resigned as a director on the same date. He shall be replaced as a director by such person who assumes his duties as an Officer until the next annual general meeting.

9. OFFICERS

9.1 The officers of the Club shall be:

9.1.1 The Chairman;

9.1.2 The Secretary;

9.1.3 The Treasurer;

9.1.4 The Fixtures Secretary;

9.1.5 The Chairman of the Cricket Sub-Committee;

9.1.6 The Chairman of the Junior Martlets Section; and

9.1.7 The Secretary of the Sussex Martlets Golfing Society.

10. THE COMMITTEE

10.1 The composition, election, terms of office, responsibilities, powers and proceedings of the Committee shall be as follows:

10.1.1 the Committee shall be composed of the Officers defined in Article 9.1 and such other Members as shall from time to time be elected at the Annual General Meeting but so that it shall at all times number not less than 9 nor more than 18 (including Officers); and

10.1.2 nominations for Officers and other Committee Members shall be made in writing signed by a proposer and seconder (both being members) and must be received by the Secretary at least 14 days prior to the Annual General Meeting.

10.2 Terms of Office of the Committee

10.2.1 Save in respect of those Committee Members who are directors (whose retirement shall be determined in accordance with Article 8, Committee Members (including Officers) shall serve for a term of 3 years and thereupon retire and be eligible for re-election for a further 3 years, and similarly thereafter for successive further 3 year terms without limitation.

10.3 Responsibilities of the Committee

10.3.1 The Committee shall be responsible for the management of the property, funds and affairs of the Club and for that purpose shall establish and conduct such operating procedures as do not conflict with the Articles as it thinks fit.

10.4 Powers of the Committee

10.4.1 The Committee shall have the following powers:

- (a) To invest the funds of the Club as if it was the sole beneficial owner thereof.
- (b) To fill any casual vacancy arising in respect of any Officer or Committee Member by appointing a person to hold office as such Officer or Committee Member until the next following Annual General Meeting.
- (c) To co-opt any Member for assistance for such purposes, and for such periods as it may think fit.
- (d) To appoint such Sub-Committees comprised of such members of the Committee for such purposes and with such powers (being delegated powers of the Committee) and on such conditions as it shall think fit, and so that:
 - (i) each such Sub-Committee shall file a report, for retention by the Secretary, at each Committee Meeting of all its proceedings since the last Meeting for the purpose of approval thereof by the Committee;
 - (ii) each Sub-Committee shall meet as often as its Chairman shall specify. Its decisions shall be taken by a simple majority of those present, its quorum shall be 2, and it shall be chaired by the Officer specified in Article 9.1, who shall, in the event of equality of votes, have a casting vote.

10.5 Proceedings of the Committee

10.5.1 The proceedings of the Committee shall be conducted as follows:

- (a) The Committee shall (subject to Article 10.5.1(b)) meet at such times and at such places as the Chairman shall decide, but not less than twice each calendar year.
- (b) On the requisition of at least 6 Committee Members by at least 14 days notice in writing to the Secretary, the Chairman shall, as soon as is practicable, convene a meeting of the Committee at such time and at such place as shall be specified in such notice.
- (c) All resolutions at the meeting of the Committee shall be decided by a simple majority of those present and voting in person.
- (d) At each meeting of the Committee, the Chairman, or in his absence such other person as those of the members of the Committee who are present shall elect, shall chair the meeting and shall in the event of equality of votes have a second and casting vote.
- (e) The quorum at any meeting of the Committee shall be five.
- (f) The Minutes of each meeting of the Committee shall be maintained by the Secretary.

11. **COMMITTEES**

- 11.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

- 11.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.
- 11.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

DECISION-MAKING BY DIRECTORS

12. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 12.1 The general rule about decision-making by directors is that a decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance Article 13 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 13 (Unanimous decisions)
- 12.2 If:
- 12.2.1 the Company only has one director for the time being, and
 - 12.2.2 no provision of the Articles requires it to have more than one director,
- the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making
- 12.3 Subject to the Articles, each director participating in a directors' meeting has one vote

13. DIRECTORS' WRITTEN RESOLUTIONS

- 13.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)
- 13.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 13.3 Notice of a proposed directors' written resolution must indicate:
- 13.3.1 the proposed resolution, and
 - 13.3.2 the time by which it is proposed that the directors should adopt it.
- 13.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 13.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

14. UNANIMOUS DECISIONS

- 14.1 A decision of the directors is taken in accordance with this Article 14 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.
- 14.2 A decision may not be taken in accordance with this Article 14 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.

- 14.3 Once a directors' unanimous decision is taken in accordance with this Article 14 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

15. CALLING A DIRECTORS' MEETING

- 15.1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice
- 15.2 Notice of any directors' meeting must indicate:
- 15.2.1 its proposed date and time;
 - 15.2.2 where it is to take place; and
 - 15.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 15.3 Subject to Article 15.4, notice of a directors' meeting must be given to each director but need not be in writing
- 15.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

16. PARTICIPATION IN DIRECTORS' MEETINGS

- 16.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 16.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them are.

17. CHAIRING OF DIRECTORS' MEETINGS

- 17.1 The Chairman shall chair all meetings of the directors.
- 17.2 If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

18. CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

- 18.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote
- 18.2 Article 18.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

19. QUORUM FOR DIRECTORS' MEETINGS

- 19.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.2 Subject to Article 19.3 the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and authority the quorum for the transaction of business in these circumstances shall be one.
- 19.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

20. DIRECTORS' CONFLICTS OF INTERESTS

- 20.1 For the purposes of this Article 20, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 20.2 The directors may, in accordance with the requirements set out in this Article 20, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being thereafter referred to as a Conflict).
- 20.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.
- 20.4 Any authorisation under this Article 20 will be effective only if
- 20.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 20.4.2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and
 - 20.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.
- 20.5 Any authorisation of a Conflict under this Article 20 may (whether at the time of giving the authorisation or subsequently):
- 20.5.1 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or
 - 20.5.2 be terminated or varied by the directors at any time.
- This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 20.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company

and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

20.6.1 disclose such information to the directors or to any director or other officer or employee of the Company, or

20.6.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

20.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

20.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

20.7.2 is not given any documents or other information relating to the Conflict, may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

20.8 Where the directors authorise a Conflict:

20.8.1 the director will be obliged to conduct himself in accordance with any

20.8.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation

20.9 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 20.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:

20.9.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested,

20.9.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;

20.9.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

20.9.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and

20.9.5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006.

- 20.10 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 20.11 Subject to Article 20.12, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 20.12 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 21. RECORDS OF DECISIONS TO BE KEPT**
- 21.1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 22. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**
- 22.1 Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS

- 23. NUMBER OF DIRECTORS**
- 23.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not exceed 3 and shall not be less than one.
- 24. METHODS OF APPOINTING DIRECTORS**
- 24.1 Subject to Article 24.2, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- 24.1.1 by ordinary resolution, or
- 24.1.2 by a decision of the directors
- 24.2 No person who is not a member shall in any circumstances be eligible to hold office as a director.
- 25. TERMINATION OF DIRECTOR'S APPOINTMENT**
- 25.1 A person ceases to be a director as soon as:
- 25.1.1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law,
- 25.1.2 that person ceases to be a member;
- 25.1.3 that person ceases to be an Officer;
- 25.1.4 a bankruptcy order is made against that person;
- 25.1.5 a composition is made with that person's creditors generally in satisfaction of that person's debt and the Company resolves that his office be vacated;

- 25.1.6 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 25.1.7 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- 25.1.8 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

26. DIRECTORS' REMUNERATION

- 26.1 Directors may undertake any services for the Company that are approved by the Committee or the members in general meeting.
- 26.2 The Directors shall not be entitled to any remuneration for services rendered to the Company unless authorised to do by resolution of the Members in a general meeting.

27. DIRECTORS' EXPENSES

- 27.1 The Company may pay any reasonable expenses approved by the Committee which the directors (including alternate directors) and the secretary (if any) properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.
- 27.2 Any claim for directors' expenses must be submitted to the Committee and will be paid subject to the approval of the Committee in its absolute discretion.

ALTERNATE DIRECTORS

28. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 28.1 Any director (appointor) may appoint as an alternate any other director, or any member approved by resolution of the directors, to
 - 28.1.1 exercise that director's powers; and
 - 28.1.2 carry out that director's responsibilities,
 - 28.1.3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 28.2 Any alternate appointed by a director must be a member of the Committee.
- 28.3 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 28.4 The notice must
 - 28.4.1 identify the proposed alternate, and
 - 28.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

29. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 29.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 29.2 Except as the Articles specify otherwise, alternate directors:
- 29.2.1 are deemed for all purposes to be directors;
 - 29.2.2 are liable for their own acts and omissions;
 - 29.2.3 are subject to the same restrictions as their appointors (including those set out in 172 to 177 CA 2006 inclusive and Article 20); and
 - 29.2.4 are not deemed to be agents of or for their appointors;
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.
- 29.3 A person who is an alternate director but not a director:
- 29.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes);
 - 29.3.2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and
 - 29.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)
- 29.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.
- 29.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director.

30. TERMINATION OF ALTERNATE DIRECTORSHIP

- 30.1 An alternate director's appointment as an alternate for any appointor terminates:
- 30.1.1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 30.1.2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;
 - 30.1.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director,
 - 30.1.4 on the death of that appointor, or
 - 30.1.5 when the alternate's appointor's appointment as a director terminates.

SECRETARY

31. APPOINTMENT AND REMOVAL OF SECRETARY

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

PART 4

**MEMBERS, HONORARY MEMBERS AND PRESIDENT
BECOMING AND CEASING TO BE A MEMBER**

32. CATEGORIES OF MEMBERS

- 32.1 All members, other than in some cases Temporary Members and Honorary Members, shall be connected with the County of Sussex by birth or residence or education or in such a manner as the Committee may, in any individual case in its absolute discretion decide. The categories of members shall be:

32.1.1 playing members;

32.1.2 non-playing members who have either been playing members who have elected to become non-playing members with effect from the next Subscription Date after giving notice in writing to the Secretary of their wish to do so, or who are other persons elected by the Committee;

32.1.3 golfing members who (apart from playing and non-playing members who play golf for the golfing society) are golfers invited, on such conditions as have been recommended by the secretary of the golfing society and approved by the Committee, to play golf for the society;

32.1.4 temporary members who have in each case been selected by a Match Manager at his discretion, to play for the Club; and

32.1.5 honorary members who are persons, other than members who have been nominated by the Committee for election and elected by Members at the Annual General Meeting, for life or such other term and on such conditions as the Committee in each case decide.

32.1.6 Life Members (which category is closed with effect from 11 March 2008) – who, whether at such date recorded as Playing or Non-Playing Members, have prior to such date have obtained Life Membership by purchase.

- 32.2 The records of each category of membership shall be maintained by the Secretary and shall be conclusive evidence of membership.

33. ELECTION OF MEMBERS

- 33.1 The procedure for election of members shall be as follows:

33.1.1 members shall be elected by the Committee at its discretion;

33.1.2 each Candidate for election shall be proposed in writing by one member and seconded by another member (to whom the Candidate shall be personally well known) on the Club's form of nomination for the time being, which shall be signed by the Candidate, the Proposer and the Seconder;

33.1.3 that person has completed an application for membership in a form approved by the directors; and

33.1.4 the directors have approved the application.

34. TERMINATION OF MEMBERSHIP

34.1 The membership of a Member shall subsist from the Subscription Date in each year, subject to termination by:

34.1.1 death;

34.1.2 resignation forthwith by notice in writing at any time to the Secretary, without any entitlement to any refund of subscription;

34.1.3 notice pursuant to Article 35.1.3;

34.1.4 expulsion by resolution of the Committee at any time if his conduct, whether in the course of any Club activity or otherwise, is (or has been) in the opinion of the Committee prejudicial to the interests, welfare or reputation of the Club, subject to the Member having prior notice to such proposed resolution been given:

(a) reasonable prior notice thereof and of the grounds therefor, and

(b) an opportunity to make representations in writing to, and in person before, the Committee in relation thereto.

34.1.1 All rights of a Member in relation to the Club and its property shall cease forthwith upon termination of his membership.

34.2 Membership is not transferable.

35. OBLIGATIONS OF MEMBERS

35.1 All members shall have the following obligations:

35.1.1 to comply with the Articles;

35.1.2 to notify the Secretary of his address for the time being and notices sent by ordinary second-class post to such address shall be deemed to have been duly given 48 hours after such posting;

35.1.3 Subscriptions and Match fees shall be such sums as the Committee shall from time to time decide. If a Member fails to pay his Subscription within 2 months of being informed of his election to membership or of the Subscription Date, the Committee may in its discretion by notice in writing given to him from the Secretary, revoke his election or terminate his membership as applicable.

35.1.4 Subscriptions shall be payable on 1st April or such other date ("the Subscription Date") and in such manner as the Committee shall from time to time decide.

35.1.5 Match fees shall be collected and accounted for by Match Managers to the Treasurer in such manner as the Committee shall from time to time decide.

36. PRESIDENT

36.1 The Members shall, at an Annual General Meeting, elect a Member to be President of the Club. Such Member shall be nominated by the Committee, and shall hold office for a term of 3 years. At the expiry of the President's initial term of office, the President (subject to nomination by the Committee) may serve a further term of 3 years but for the avoidance of doubt, no person shall serve more than 2 terms of office as President. The role of the President (which shall involve no specific powers, duties or privileges) shall be to provide the public face of the Club and where appropriate to represent the Club at both official and informal functions.

37. VICE-PRESIDENTS

- 37.1 The Committee may, having regard in each case to loyalty, service and general contribution given to the Club, nominate members for election at an Annual General Meeting to become Vice-Presidents. The role of Vice-Presidents (which shall involve no specific powers, duties or privileges) shall be (so far as practicable in each case) continuing social or other support for the Club, having regard to such guidelines as the Committee may from time to time wish to suggest.

38. JUNIOR MARTLETS

- 38.1 There shall be a Junior Martlets Section of the Club which shall operate in accordance with such rules for the Section as the Committee shall from time to time specify, and shall be managed by its Chairman (as specified in Article 9.1.6).

ORGANISATION OF GENERAL MEETINGS

39. THE ANNUAL GENERAL MEETING

- 39.1 The Annual General Meeting shall be held in the Spring of each year, and its Agenda shall be:

39.1.1 To approve the Annual Report and the Annual Accounts

39.1.2 To elect the Officers and other members of the Committee.

39.1.3 To elect a President.

39.1.4 To elect Vice-Presidents.

39.1.5 To consider any resolution or proposal of which notice in writing shall have been given to the Secretary at least 28 days prior to the date specified for the Meeting in the current Fixture Card previously circulated to Members.

39.1.6 Any other business for discussion without any formal resolution.

- 39.2 General Meetings shall be convened by the Committee as follows:

39.2.1 If the Committee shall, for any purpose, at its discretion think fit.

39.2.2 If requested by 20 or more members by notice in writing, as soon as practicable thereafter.

- 39.3 At least 14 days prior notice in writing of all General Meetings shall be given to Members, and such Meetings shall be held at such time and place as the Committee shall decide.

- 39.4 Honorary Members shall be entitled to attend, but not vote at, any General Meeting.

40. NOTICE OF GENERAL MEETINGS

- 40.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority who together represent not less than ninety per cent (90%) of the total voting rights at that meeting of all the members

- 40.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it

- 40.3 Subject to the provisions of these Articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company

- 40.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

41. RESOLUTIONS REQUIRING SPECIAL NOTICE

- 41.1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.
- 41.2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.
- 41.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 41.1.

42. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 42.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 42.2 A person is able to exercise the right to vote at a general meeting when:
- 42.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 42.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 42.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 42.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 42.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

43. QUORUM FOR GENERAL MEETINGS

- 43.1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, seven qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum; provided that if the Company has only a single member, the quorum shall be one such qualifying person
- 43.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

44. CHAIRING GENERAL MEETINGS

- 44.1 The Chairman shall chair general meetings if present and willing to do so

44.2 If the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

44.2.1 the directors present, or

44.2.2 (If no directors are present), the meeting,

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

44.3 The person chairing a meeting in accordance with this Article is referred to as the chairman of the meeting.

45. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

45.1 The chairman of the meeting may permit other persons who are not

45.1.1 members of the Company, or

45.1.2 otherwise entitled to exercise the rights of members in relation to general meetings,

45.1.3 to attend and speak at a general meeting.

46. ADJOURNMENT

46.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved

46.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

46.2.1 the meeting consents to an adjournment, or

46.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

46.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

46.4 When adjourning a general meeting, the chairman of the meeting must:

46.4.1 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

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

46.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

46.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

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

46.6 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.

VOTING AT GENERAL MEETINGS

47. VOTING: GENERAL

- 47.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions to which members are subject, on a show of hands, every member who is present in person shall have one vote. A proxy shall not be entitled to vote on a show of hands
- 47.2 No member shall vote at any general meeting, either in person or by proxy, unless all monies presently payable by him to the Company have been paid.
- 47.3 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been passed or passed unanimously, or by a particular majority, or lost, or not passed by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

48. ERRORS AND DISPUTES

- 48.1 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
- 48.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

49. POLL VOTES

- 49.1 On a poll every member who is present in person or by proxy shall have one vote. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way
- 49.2 A poll on a resolution may be demanded
- 49.2.1 in advance of the general meeting where it is to be put to the vote, or
- 49.2.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 49.3 A poll may be demanded by:
- 49.3.1 the chairman of the meeting;
- 49.3.2 the directors;
- 49.3.3 two or more persons having the right to vote on the resolution; or
- 49.3.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 49.4 A demand for a poll may be withdrawn if:
- 49.4.1 the poll has not yet been taken, and
- 49.4.2 the chairman of the meeting consents to the withdrawal.
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made
- 49.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more

than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

- 49.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken
- 49.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

50. CONTENT OF PROXY NOTICES

- 50.1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise different voting rights held by that member.
- 50.2 Proxies may only validly be appointed by a notice in writing (proxy notice) which:
- 50.2.1 states the name and address of the member appointing the proxy;
 - 50.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - 50.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - 50.2.4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company:
 - (a) in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - (b) in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or
 - (c) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later;and a proxy notice which is not delivered and received in such manner shall be invalid.
- 50.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 50.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so.

Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting

- 50.5 Unless a proxy notice indicates otherwise, it must be treated as
- 50.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 50.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

51. DELIVERY OF PROXY NOTICES

- 51.1 Any notice of a general meeting must specify the address or addresses (proxy notification address) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form
- 51.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person to a proxy notification address
- 51.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 51.4 A notice revoking a proxy appointment only takes effect if it is received by the Company:
- 51.4.1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,
 - 51.4.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll, or
 - 51.4.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,
- and a notice which is not delivered and received in such manner shall be valid
- 51.5 In calculating the periods referred to in Article 50 (Content of proxy notices) and this Article 51, no account shall be taken of any part of a day that is not a working day.
- 51.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

52. AMENDMENTS TO RESOLUTIONS

- 52.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 52.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 52.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

- 52.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 52.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 52.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 52.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution
- 53. WRITTEN RESOLUTIONS**
- 53.1 A resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006

PART 5

MISCELLANEOUS PROVISIONS COMMUNICATIONS

54. MEANS OF COMMUNICATION TO BE USED

- 54.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company
- 54.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- 54.2.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted,
 - 54.2.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 54.2.3 If properly addressed and sent or supplied by electronic means forty- eight hours after the document or information was sent or supplied, and
 - 54.2.4 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 54.2, no account shall be taken of any part of a day that is not a working day.
- 54.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006.
- 54.4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 54.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a

specified time of their being sent, and for the specified time to be less than forty-eight hours.

- 54.6 In the case of joint members, all notices or documents shall be given to the joint member whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint members. Where there are Joint members, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint members. The agreement or specification of the joint member whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint member(s) whose name(s) stand later in the register.

ADMINISTRATIVE ARRANGEMENTS

55. COMPANY SEALS

- 55.1 Any common seal may only be used by the authority of the directors.
- 55.2 The directors may decide by what means and in what form any common seal is to be used
- 55.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or at least one authorised person in the presence of a witness who attests the signature
- 55.4 For the purposes of this Article, an authorised person is:
- 55.4.1 any director of the Company;
 - 55.4.2 the Company secretary (if any); or
 - 55.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

DIRECTORS' INDEMNITY AND INSURANCE

56. INDEMNITY

- 56.1 Subject to Article 56.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled.
- 56.1.1 each relevant officer shall be indemnified out of the Company'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; and
 - 56.1.2 the Company 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 56.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- 56.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

57. INSURANCE

57.1 The Directors at the instruction of the Committee may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

57.2 In this Article 57:

57.2.1 a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006,

57.2.2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

57.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

58. RULES

58.1 Subject always to the provisions of the Companies Acts and the Articles, the Committee shall have power from time to time to make, alter and repeal all such rules or byelaws as they deem necessary or expedient or convenient for the proper conduct and management of the Company and the Club.

58.2 The Committee shall adopt such means as they deem sufficient to bring to the notice of the members of the Company all such rules and byelaws, alterations and repeals; and all such rules and byelaws, so long as they shall be in force, shall be binding on all members of the Company provided that no such rules or byelaws shall be inconsistent with, or shall affect or repeal anything contained in the Articles of association of the Company and shall not be in breach of any statutory provision. Any rule or byelaw may be set aside by a special resolution of a general meeting of the Company