

**THE COMPANIES ACT 2006****COMPANY LIMITED BY GUARANTEE****ARTICLES OF ASSOCIATION**

of

**ROYAL NORWICH GOLF CLUB LIMITED**(Company Number: **9983747**)**INDEX**

<b>Article</b>	<b>Clause Numbers</b>
Name	1
Definitions	2
Liability of Members	3
Application of income and property	4
Objects	5
Company powers	6
Membership	7 to 14
Guests	15
Management	16
Members' Committee	17
Club Captain and President	18 to 20
Annual and Extraordinary General Meetings	21 to 29
Directors and Company Secretary	30 to 37
Powers and duties of directors	38
Joining fees and subscriptions	39
Accounts	40
Audit	41
Rules and Bylaws	42
Indemnity	43
Dissolution	44
Communication	45
Criteria for directors	Appendix I

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**ARTICLES OF ASSOCIATION**

of

**ROYAL NORWICH GOLF CLUB LIMITED**

(Company Number: **9983747**)

**1. Name**

- 1.1. The company's name is Royal Norwich Golf Club Limited (referred to herein as the "**Company**" or the "**Club**").

**2. Interpretation**

- 2.1. In these articles:

**"Accounts"** means the accounts of the Company prepared in accordance with Article 40.3.

**"the Act"** means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force.

**"Adoption Chairman's Letter"** means the letter from the Chairman on behalf of the Board accompanying the notice of general meeting calling the General Meeting at which these Articles are adopted.

**"Adoption Date"** means the date of adoption of these Articles.

**"the Articles"** means the Company's articles of association and any reference to a numbered article shall mean a reference to the equivalently numbered article in these articles as amended from time to time.

**"the Board"** means the Board of Directors of the Company.

**"Category A Member"** means any Member who is not a Category B Member.

**"Category B Member"** means any Member admitted as a Member by resolution of the Board pursuant to Article 9.

<b>"Course"</b>	means such golf course(s) as may be owned by and in the possession of the Company from time to time whether on a freehold or leasehold basis.
<b>"directors"</b>	means the directors of the Company at the relevant date.
<b>"Gentlemen's Captain"</b>	means the Captain responsible for Gentlemen's Golf elected to represent the Gentlemen Members at Club and County level and to fulfil any requirements of the relevant Golf Association.
<b>"Ladies Captain"</b>	means the Captain responsible for Ladies Golf elected to represent the Lady Members at Club and County level and to fulfil any requirements of the relevant Golf Association.
<b>"linked transaction"</b>	means where the transactions are part of a single arrangement or scheme or part of a series of transactions for the purchase of the same asset. For the avoidance of doubt, it does not mean a multiple deal where more than one single item of expenditure is acquired from the same supplier at the same time.
<b>"the Manager"</b>	means, howsoever described, the person appointed by the Board to perform the functions set out in Article 16.3.
<b>"Member"</b>	means the persons admitted to membership of the Club in accordance with Article 7 and any Rules from time to time in force.
<b>"Member Director"</b>	means, other than the Captain and the Finance Director, a director appointed from within the membership.
<b>"Non-voting Member"</b>	means any Member who is not a Voting Member.
<b>"the Objects"</b>	means the objects of the Company as set out in Article 5.
<b>"Officer"</b>	means a director, secretary or manager of the Company.
<b>"paying paid or payment"</b>	means in respect of any subscription or joining fee payment in full and or a contractual settlement agreement to pay under a deferred contract with the Club.
<b>"Playing Member"</b>	means a Member other than a Stables Member.

<b>“Qualification Criteria”</b>	means the qualification criteria for directors set out in Article 32.1 and Appendix I.
<b>"Registrar"</b>	means the Registrar of Companies under the Act.
<b>"the RNGC Acquisition"</b>	means completion of the acquisition of the unincorporated association known as Royal Norwich Golf Club in accordance with Article 6.1.1
<b>“the Rules”</b>	means the rules and/or bye-laws and/or regulations of the Club made by the Board or by the Club in general meeting, as amended from time to time.
<b>“Secretary”</b>	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company, including a joint, assistant or deputy company secretary.
<b>“Seniors Captain”</b>	means the Captain responsible for Senior’s Golf elected to represent the senior Members at Club and County level and to fulfil any requirements of the relevant Golf Association.
<b>“Stables Member”</b>	means a Member of the type described in Article 8.10.
<b>“two years standing”</b>	means the period since the Member was elected a member of the Club. Any Member who became a Member in accordance with Article 7.1 or 7.2 or became a Member as a result of the Weston Park Acquisition is deemed to have been a Member of two years standing.
<b>“Voting Member”</b>	means a voting Member as defined by Article 10.1 or any amendment of the same.
<b>“Weston Park Acquisition”</b>	means the completion of the Asset Purchase Agreement entered into on 26 January 2015 between Weston Park Golf Club Limited and the Trustees of Royal Norwich Golf Club.
<b>“working days”</b>	means any day other than Saturday Sunday and any bank or public holiday
<b>“year”</b>	means in the context of the appointment of Member Directors, Club Captain, Club Vice-Captain, President, Vice-President and any additional Captains and Vice-Captains required pursuant to Article

20.1 the interval between one Annual General Meeting and the next.

2.2. 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.

2.3. The masculine includes the feminine and, where appropriate, the singular includes the plural.

2.4. The headings in these Articles do not form a part of them nor in any manner affect their interpretation or construction.

2.5. A “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.6. The decision of the Board upon any question of interpretation or upon any matter affecting the Club, and not provided for by these Articles, shall be final and binding.

### 3. **Liability of Members**

3.1. The liability of Members is limited to £1.

3.2. Every Member undertakes that if the Company is dissolved while they are a Member or within twelve months after they cease to be a Member, to contribute such sum (not exceeding £1.00) as may be demanded of them towards the payment of the debts and liabilities of the Company incurred before they cease 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.

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

4.1. Subject to the provisions of Articles 4.2, 4.3 and 4.4.1 all income and property of the Company howsoever derived shall be applied solely towards the promotion of 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.

4.2. No Member director of the Company shall be paid any salary or fees or receive any remuneration or other benefit in money or money's worth from the Company for discharging their duties as director of the Company nor shall they be paid any salary or fees or receive any remuneration or other benefit in money or money's worth from the Company for discharging their duties as a director.

4.3. The provisions of Articles 4.1 and 4.2 shall not prevent a Member who is also a director receiving reasonable and proper remuneration for any goods or services supplied to the Company not being services as a director.

## 5. **Objects**

5.1. The Company's Objects shall be:-

5.1.1. to provide a Members' Golf Course and Clubhouse with supporting leisure facilities;

5.1.2. to promote the game of golf and other athletic sports and pastimes and to encourage social intercourse among the Members;

5.1.3. in particular but without prejudice to the generality of the foregoing to lay out, prepare and maintain a golf course at or near Norwich or elsewhere, for golf and other purposes of the Club, and to provide clubhouses, pavilions, lavatories, kitchens, refreshment rooms, workshops, sheds and other conveniences in connection therewith, and to furnish and maintain the same; and

5.1.4. to permit the public areas to be used by the Members and/or their family and friends and of any club acquired, established or operated by the Company either gratuitously or otherwise, and to manage the affairs of any such Club.

5.1.5. to promote any additional income streams, activities and operations, financial or otherwise, as the Board shall consider to be in the interests of the Company

## 6. **Company powers**

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

6.1.1. To acquire and take over all or any part of the undertaking, assets and liabilities of the present unincorporated association known as Royal Norwich Golf Club;

6.1.2. To adopt the Rules of Golf as promulgated by the Royal and Ancient Golf Club of St Andrews, National Union Rules, Ladies Golf Association, England Golf, Handicapping Schemes, Rules of Amateur Status and County Association Rules, as from time to time revised and amended, as applicable to gentlemen and ladies respectively, except in so far as they may be modified by the Bye-Laws and Articles of the Club;

- 6.1.3. To establish, maintain and conduct a golf club for the accommodation of Members, future members, their families and guests and generally to afford them all the usual privileges, advantages and accommodation of a golf club;
- 6.1.4. To permit visitors and/or visiting societies to use the facilities of the Club;
- 6.1.5. 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;
- 6.1.6. To open or close the Clubhouse, Golf Course and ancillary facility or any part thereof for any period and for any purpose, which it may consider necessary or desirable, including maintenance, redecoration or refurbishment. Provided always that, the Board shall try to give reasonable notice of its intentions.
- 6.1.7. 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;
- 6.1.8. To sell, let, take on lease, 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;
- 6.1.9. To purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required which may be conveniently used in connection with the grounds, clubhouse or other premises of the Company by persons frequenting them, whether Members or not;
- 6.1.10. 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 or other persons using the grounds, clubhouse or premises of the Company and, if necessary, maintain current licences for the same;
- 6.1.11. To hire and employ all classes of persons (being the right person for the right job irrespective of background or class) 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;

- 6.1.12. 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, 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;
- 6.1.13. 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;
- 6.1.14. 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;
- 6.1.15. To do all such other lawful things as are incidental or conducive to the attainment of any of the above Objects; and
- 6.1.16. To do all such things as the Board consider to be in the best interests of the Club.



## 7. **Classes of Membership**

- 7.1. The first Members who were members on incorporation of the Company are Category A Members.
- 7.2. Any person who for the membership period covering the date of the RNGC Acquisition paid a subscription to and was Member of the unincorporated members club known as 'Royal Norwich Golf Club' was admitted to the equivalent category of membership with effect from the date of the RNGC Acquisition and shall be classed as a Category A Member.
- 7.3. For the avoidance of doubt a Member who did not wish to become a Member in accordance with this Article was not be entitled to a refund of their subscription for the year of the transfer.
- 7.4. The Club may have different membership categories and subscriptions on a non-discriminatory and fair basis as determined by the Board from time to time. As at the Adoption Date, the Company shall have two categories of Member:
- 7.4.1. Category A Members and
- 7.4.2. Category B Members.
- 7.5. Every Member as at the Adoption Date (including Founder Members, Honorary life Members, Courtesy Members and Stable Members) shall, for the purposes of these Articles, be classed as a Category A Member having those rights and entitlements set out in these Articles.
- 7.6. Each Member appointed after the date Adoption Date shall be a Category A Member, unless the Board resolves pursuant to Article 9 that they should be admitted as a Category B Member.
- 7.7. The admission to membership of Members of all categories (including any Category B Members in relation to which Article 9 shall apply) shall be vested in the Board who shall have authority to admit or decline without giving reasons for so doing. The Board may request such information in relation to an applicant/application for membership as the Board, in its absolute discretion, shall think fit including in the case of proposed Category A Members, requiring the applicant to attend for interview.

## 8. **Category A Members**

- 8.1. Membership of the Club as a Category A Member shall be open to anyone interested in the sport of golf regardless of age, sex, disability, ethnicity, nationality, sexual orientation, gender status/identification, religious or other beliefs provided that the Board may impose limitations upon membership numbers on a non-discriminatory basis.
- 8.2. Save for the initial Members of the Club, as defined in Articles 7.1 and 7.2, no person shall become a Category A Member unless that person has completed an application for membership in writing in a form prescribed by the Board and such application has been approved by the Board or by such other person(s) to whom the Board shall have delegated such power of approval.
- 8.3. The name of any person or corporate proposed for membership as a Category A Member must be posted on the Company Notice Board for not less than ten days before the election ('the Notice Period'); at the end of the Notice Period the application shall be submitted to the Board at their next meeting together with the application required in accordance with Article 8.2; the Board shall decide by simple majority of the votes cast whether the candidate shall be admitted as a Category A Member. The names and addresses of all candidates admitted to membership shall be entered in the Register of Members, which shall be kept by the Secretary. An applicant for membership as a Category A Member may, at the sole and absolute discretion of the Manager, be permitted to play the course as a courtesy pending determination of their application for membership. The date of commencement of membership as a Category A Member shall be the earlier of the date courtesy to play the course was extended or the date the applicant's membership as a Category A Member was approved by the Board.
- 8.4. When a candidate for admission as a Category A Member has been approved by the Board, the Manager shall forthwith send them at the address given upon their application a request for payment of any joining fee and the first annual subscription; upon payment of any such joining fee and subscription fee the elected candidate shall become a Category A Member of the Club; if payment is not received within one calendar month of the issue of the request for payment the Board may at their discretion cancel such approval.

### ***Founder Members***

- 8.5. Founder Members are Category A Members who have become members pursuant to Article 7.1 or who have been elected as they were a member of Weston Park Golf Club at the date of the Weston Park Acquisition and entered into a membership with the Club within one calendar month of the Weston Park acquisition.
- 8.6. Subject to Article 10.2 and to the provisions of Article 9.2, Founder Members are entitled to all the privileges of a Voting Member.
- 8.7. Founder Membership ceases if a Founder Member resigns in accordance with Article 11.1. Any such member who is subsequently re-admitted to membership will not be re-admitted as a Founder Member.

### ***Honorary life Members***

- 8.8. To recognise exceptional service to the Club and/or the County and/or National Body, the Category A Members may with the prior approval of the Board, at a General Meeting of the Club, elect any person an Honorary Life Member of the Club. Subject always to Article 9.2, an Honorary Life Member (who shall be classed as a Category A Member for the purposes of these Articles) is entitled to all the privileges of a Voting Member without the payment of any fees or subscriptions.

### ***Courtesy Members***

- 8.9. The Board may elect any person a Courtesy Member of the Club for such period as it deems fit. A Courtesy Member (who shall be classed as a Category A Member for the purposes of these Articles) shall not pay any fees or subscriptions and shall be entitled to all the privileges of a Playing Member subject to any restrictions determined by the Board at the time of their election.

### ***Stables Members***

- 8.10. The Board may admit such number of Stables Members on such conditions as they think fit. Stable Members shall be classed as a Category A Members for the purposes of these Articles.
- 8.11. Stables Members shall only be entitled to use the facilities of the Clubhouse but not to play the course nor use the practice facilities save on payment of a green fee.
- 8.12. Stables Members may not make nominations for election to the Board nor convene General Meetings, propose items for discussion at such meetings, nor participate in such discussions.

## 9. **Category B Members**

9.1. Membership of the Club as a Category B Member shall be open to any person who has committed (subject to securing membership) to making a financial investment in the Club (whether by making of a loan or otherwise) and who has:

9.1.1. complied (or undertaken to comply) with any conditions to membership which the Board shall have imposed on such person as a condition of membership as a Category B Member (such as, for example, the discharge of existing indebtedness of the Club);

9.1.2. provided the Board with such information in relation to an applicant/application for membership as the Board, in its absolute discretion, shall think fit (including financial information, references, undertakings and documentary proof of funds);

9.1.3. provided such assurances to the Board with regard to their future intentions for the Club, including its commitments and plans with regard to retaining and observing the Objects and the Company powers in Articles 5.1 and 6.1, as the Board shall in its absolute discretion think fit; and

9.1.4. generally and to the satisfaction of the Board, provided sufficient undertakings with regard to their proposed investment in the Club such as to warrant and justify (in the sole discretion of the Board) their admission as a Category B Member conferring on them such rights (including preferential voting rights) which the Board may resolve to grant them pursuant to Article 9.2.

(together, the “**Category B Member Admission Criteria**”)

9.2. Where any person seeking admission as a Category B Member has satisfied the Board (in their sole discretion) that the Category B Member Admission Criteria have been met and the Board is otherwise satisfied that the decision to admit the proposed Category B Member is (a) in the best interests of the Club and its Members as a whole and (b) the proposed investment to be made is either (i) the investment on substantially the same (or better) overall principal commercial terms as set out in the Adoption Chairman’s Letter or (ii) a different investment proposal on substantially similar (or better) overall principal commercial terms to those set out in the Adoption Chairman’s Letter with any different proposed investor, then the Board shall be entitled to resolve to admit such person as a Category B Member, and to:

- 9.2.1. confer on such Category B Member the sole right to vote on any resolution of the Company with effect from the date of their admission (“**B Admission Date**”) to the exclusion of all Voting Members, notwithstanding any rights to vote conferred on such Voting Members in these Articles (including Article 10.4.1), and thereby enabling that Category B Member to make such consequential amendments to these Articles as are considered necessary and equitable in the context of their investment in the Club;
  - 9.2.2. as a consequence of Article 9.2.1, permanently revoke the right to vote of all Voting Members conferred in them in Article 10.4.1 or anywhere else in these Articles with effect from the B Admission Date, such that the only right to vote on any resolution of the Company (whether in writing or at a general meeting) is granted, from the Admission Date, exclusively to the Category B Member to the exclusion of all Category A Members;
  - 9.2.3. confer on such Category B Members the exclusive right to make such changes to the composition of the Board as the Board may consider equitable in the context of their investment in the Club, notwithstanding any other provision of these Articles;
  - 9.2.4. subject to the provisions of the Act, make such changes to the rights conferred in these Articles on any Category A Member (whether acting in their capacity as President, Vice-President, non-executive directors or otherwise) to call a General Meeting of the Club;
  - 9.2.5. make such changes to the Rules as the Board shall (in its absolute discretion) consider equitable in the context of the investment by the Category B Member in the Club; and
  - 9.2.6. to confer such other rights and privileges on the Category B Member as the Board may in its absolute discretion consider equitable in the context of their investment in the Club.
- 9.3. The Category A Members acknowledge and agree that Article 9.2 is a provision of the Articles for the purposes of section 631(2)(a) of the Act allowing for the variation of the rights of Category A Members but that, notwithstanding such Article, the admission by the Board of a Category B Member and the conferring on the Category B Member by the Board, pursuant to Article 9.2, of rights which are preferential to or which otherwise vary or abrogate the rights conferred on Category A Members shall not:

9.3.1. constitute a variation or abrogation of the rights of those conferred on Category A Members; nor

9.3.2. require the consent of any Category A Member,

in each case for the purposes of section 631 of the Act.

## 10. **Voting Members**

10.1. Other than as set out in Article 10.2 and subject always to Article 9.2, Voting Members are any Members who:-

10.1.1. became a Member in accordance with Article 7.1; or

10.1.2. became a Member as a result of the Weston Park Acquisition in accordance with Article 8.5; or

10.1.3. have paid or are deemed to have paid a joining fee. Members who were members of the Club at the close of business on 5 March 2020 will be deemed to have paid a joining fee.

10.2. Voting Members do not include:-

10.2.1. Members under the age of 18;

10.2.2. Stables Members; or

10.2.3. Corporate Members.

10.3. Voting Members shall be entitled to all the amenities of the Club.

10.4. Subject to the provisions of Article 10.5 and subject always to Article 9.2, Voting Members shall be entitled

10.4.1. vote; and

10.4.2. serve as a director of the Company (subject to meeting the Qualification Criteria).

10.5. Other than by prior approval by the Board, no Category A Member may serve as a Member director of the Company or in any of the positions appointed pursuant to Article 20.1 if that Member is a member of more than one golf club and:-

10.5.1. the Club is not that Member's home club; or

- 10.5.2. that Member holds a lower category of membership at the Club than they do at their other club.
- 10.6. Article 10.5 has been included to prevent perceived or actual conflicts of interest and is to be interpreted in a manner that ensures that Category A Members, who are a member at more than one golf club, can only serve as directors of the Company or on the Members' Committee if their membership at their other golf club is clearly a secondary one.
- 10.7. Subject always to Article 9.2, a Voting Member of the Club may only be an individual and not a body corporate nor a partnership.

## 11. **Notice of resignation**

- 11.1. Any Category A Member wishing to resign their membership must give notice in writing of their intention to do so, addressed to the Manager, and deposited at the registered office of the Company before the end of their current subscription period in any year, failing which the Member must pay the subscription for the next year.
- 11.2. For the avoidance of doubt, the resigning Category A Member shall pay all outstanding arrears as at the date of expiry of their notice of resignation.
- 11.3. If a Category A Member fails to resign in accordance with Article 11.1 and does not pay the subscription for the year they shall not be allowed to play the course nor use the facilities at any time until that subscription has been paid.

## 12. **Expulsion or suspension of Members**

- 12.1. If the conduct of any Category A Member either within or outside the Club is, in the opinion of the majority of the Board, injurious to the character and interests of the Club or objectionable in any respect, that Category A Member may be required by the Board to resign and, if they do not resign within 14 days, the Category A Member may be expelled by resolution of the Board and, subject to the provisions of Articles 12.2 or 12.3, shall forthwith cease to be a Member.

For the avoidance of doubt, the Board will have the right to deem abuse or harassment (to include but not to be limited to physical, sexual, cyber or verbal) of any Category A Member, visitor to the Club or member of staff by a Category A Member as conduct injurious to the character and interests of the Club.

- 12.2. Any Category A Member expelled in accordance with Article 12.1, or otherwise ceasing to be a Member whether by resignation, death or any other reason, shall, in default of an actual

notice of resignation of their membership of the Club served in accordance with Article 12.1 above, be automatically deemed to have served a notice resigning their membership of the Club pursuant to Article 12.1 from the date that they ceased to be a Member of the Club. Any Category A Member who ceases to be a Member as a result of expulsion under Article 12.1 may not play the Course nor be admitted to the Clubhouse nor the grounds of the Club thereafter.

- 12.3. Any Category A Member 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 joining fees or subscriptions paid and remains liable for any fees or charges due from them 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 3.1 and 3.2 above.
- 12.4. The Board shall have the power at all times to suspend a Category A Member from the privileges and amenities of the Club; during any such period of suspension the suspended Category A Member shall not be entitled to any refund of any subscription(s) nor of any joining fee previously paid by the Category A Member unless the Board shall in their absolute and unfettered discretion think fit.

### 13. **Rights of Members personal**

- 13.1. The rights of a Category A Member as such are personal and not transferable and cease upon their death.
- 13.2. Subject to the express provisions of these Articles and to any Rule made by the Board from time to time, all Category A Members shall be entitled at all designated opening times of the Club to use all the facilities of the Club and to be supplied with whatever meals, refreshments and other services are provided by the Club for the enjoyment of Members, subject to such charges as the Board shall from time to time prescribe.

### 14. **Absence Abroad**

- 14.1. Category A Members intending to reside abroad for one year or more ('Overseas Members') shall not be liable to pay a subscription for their period of absence provided that they have given not less than one month's prior notice in writing to the Board to that effect; during any period of such absence Overseas Members shall not be entitled to use the facilities of the Club other than on the same basis as a guest and upon returning from abroad, and subject to Article 14.2, they shall be entitled to resume membership upon payment of the balance of the membership subscription for the year they resume membership calculated on a daily basis from the date of such resumption to the end of the relevant membership year.



14.2. In the event that an Overseas Member's period of absence arises within a subscription year, no refund of the amount in respect of the period of absence will be made but the same shall be held as a payment on account and applied to the subscription for the period when they resume membership; in the event that an Overseas Member shall not resume membership within 3 years from the date on which their absence first arises, such sum shall belong to the Club absolutely and there shall be no obligation to refund the same to the Category A Member.

15. **Guests**

15.1. Not more than 7 (seven) guests may play the Course at a reduced Green Fee when those guests play with that Member.

15.2. All green fees for guests must be paid and a ticket obtained from the Professional's Shop before commencing play; the ticket must be produced at any time on demand by the Board or by a member of the Company's staff.

15.3. The admission of any guest to play the Course may be restricted to 6 occasions in any one calendar year.

15.4. All Members shall be responsible for the conduct of their guests and shall be responsible/liable for any charges and expenses incurred by those guests.

16. **Management**

16.1. The management of the Club shall be vested in the Board who may delegate responsibilities to:-

16.1.1. a committee or committees appointed by them; and/or

16.1.2. a Manager; and/or

16.1.3. other staff employed by the Club.

16.2. The Manager shall be appointed by the Board.

16.3. The Manager shall be responsible to the Board for:-

16.3.1. the management of the Club;

16.3.2. compliance with these Articles and any statutory obligations of the Club; and

16.3.3. the supervision of Company employees in the performance of their duties.

16.4. The Board may, at its discretion, resolve that the Manager shall be an ex-officio Member without payment of a joining fee or annual subscription.

17. **Members' Committee**

17.1. The Members' Committee is the only sub-committee of the Board prescribed by these Articles.

17.2. The members of the Members' Committee, the terms of office of members of the Members' Committee and their method of nomination shall be set out in the Rules ("the **Members' Rules**") of the Company to be decided from time to time (subject always to Article 9.2) by ordinary resolution of the Voting Members.

17.3. Subject to the approval of the Board, the Members' Committee shall be responsible for organising the golfing and social activities of the Club including in particular but without prejudice to the generality of the foregoing:-

17.3.1. determining the Club's golf programme;

17.3.2. appointing sub-groups of the Member's Committee;

17.3.3. ensuring that there is a consistent approach to the management of competitions and handicaps across the Club;

17.3.4. organising and selecting teams;

17.3.5. considering and imposing such Local Rules as they may consider appropriate from time to time;

17.3.6. organising Club social events;

17.3.7. providing a members link to communicate with the management and administration of the club; and

17.3.8. identifying member issues requiring escalation to the Board via the Club Captain.

17.4. Where a sub-group of the Members' Committee is established in accordance with Article 17.3.2, that sub-group will operate in accordance with a Terms of Reference as agreed from time to time by the Board. In setting the Objectives contained with the Terms of Reference, the long term benefit of the Club as a whole must always take precedence over the interest of the sub-group.

17.5. At the date of these Articles, a Ladies sub-group has been established in accordance with Article 17.3.2.

18. **Club Captain**

18.1. The Club Captain (who for the avoidance of doubt can be either a lady or gentleman Category A Member) shall be the focal point for Category A Members in respect of their golfing, recreational and social activities. They will take primary responsibility to represent the diverse interests of all of the Category A Members at the Board and will represent the club at national and international level and oversee the fulfilment of the Club's responsibilities in respect of all local and national golf associations.

19. **President**

19.1. The President (who for the avoidance of doubt can be either a lady or gentleman Category A Member) is not required to assume any executive duties at the Club. The Presidential role shall be ambassadorial and as counsel to the management team.

20. **Nomination, Term of Office and Appointment of Club Captain, Club Vice-Captain, President, Vice-President, Gentlemen's Captain, Ladies Captain, Seniors Captain, any other Captain of Golf and Junior Organiser**

20.1. The Club Captain, the Club Vice-Captain, the President, the Vice-President, the Gentlemen's Captain, the Ladies Captain, the Seniors Captain and any other Captain of Golf, their terms of office and their methods of nomination shall be set out in the Members Rules of the Company to be decided from time to time (subject always to Article 9.2) by ordinary resolution of the Voting Members.

20.2. The Junior Organiser shall be appointed by the Board.

21. **Annual General Meeting**

21.1. The Company shall hold a general meeting that shall be held not later than the 31st March in each year as its Annual General Meeting in addition to any other meetings in that year, and must specify the meeting as the Annual General Meeting in the notices convening it.

21.2. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next PROVIDED ALWAYS THAT so long as the Company holds its first Annual General Meeting by March in the year following its incorporation it need not hold an Annual General Meeting in the year of its incorporation.

21.3. The Annual General Meeting shall be held at such time and place as the Board shall appoint. Where physical attendance at meetings is prohibited or limited by legislation to a number less than the Quorum the Board may interpret “**place**” to include virtual meetings including video conferencing. If a virtual meeting is held, the following Articles shall be amended as follows (unless varied pursuant to Article 9.2):

21.3.1. Article 25.2.1 - thirty Voting Members in attendance on the virtual link, or;

21.3.2. Article 27.7 – shall be disregarded (ability to demand a ballot);

21.3.3. Article 29.7 - All proxies shall be made in favour of the Chairperson of the Meeting.

21.4. The Annual General Meeting shall be held for the following purposes;

21.4.1. to receive the Company’s accounts prepared by the Board in accordance with Article 40.3;

21.4.2. to receive from the Board a report of the activities of the Company since the previous Annual General Meeting;

21.4.3. the election of directors in accordance with Articles 36.1 and 36.2;

21.4.4. to adopt any Rules of the Club requiring approval by the Club in general meeting;  
and

21.4.5. to transact any other business as may be brought before it by the Board.

## 22. **Extraordinary General Meeting**

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

22.2. The Board may, whenever it thinks fit, convene a General Meeting.

22.3. Subject always to Article 9.2, Members may require the Board to convene a General Meeting. Subject always to Article 9.2, the Board must call a General Meeting once the Company has received requisition to do so, signed by the greater of:-

22.3.1. thirty Voting Members; or

22.3.2. Members who represent at least 20% of Voting Members at the date of deposit of the request PROVIDED ALWAYS THAT the said percentage of 20% shall be reduced to 10% if more than twelve months have elapsed since the end of the last General Meeting;

22.3.2.1. called in pursuance of a requirement under this provision, or

22.3.2.2. in relation to which any Members had rights, howsoever arising, with respect to the circulation of a resolution no less extensive than they would have had if the meeting had been so called at their request.

22.4. A requisition made by non-executive directors and Members:

22.4.1. must state precisely the purpose of the business to be dealt with at the meeting, and

22.4.2. must include the text of a resolution that may properly be moved and is intended to be moved at the meeting.

22.5. A resolution may properly be moved at a meeting unless it would, if passed, be:-

22.5.1. ineffective,

22.5.2. defamatory,

22.5.3. frivolous or vexatious,

22.5.4. unlawful;

22.5.5. in breach of these Articles; or

22.5.6. contrary to any resolution of the Board passed pursuant to Article 9.2.

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

22.7. If the Board is 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. The 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.

22.8. If the Board is required to call a meeting but fails 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 General Meeting. The notice of the 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 Board became subject to the requirement to call a meeting.

23. **Notice of General meetings**

- 23.1. A General Meeting shall be called by at least 14 days' notice.
- 23.2. An Annual General Meeting or a meeting called for the passing of a special resolution shall be called by at least 21 days' notice.
- 23.3. Any meeting may be called by shorter notice than that otherwise required if shorter notice is agreed by Members representing not less than 90% of the total voting rights.
- 23.4. Any period of notice is exclusive of the day on which the notice is given and the day of the meeting.
- 23.5. Notice shall be given to every Member and every director of the company, and shall state:
- 23.5.1. the time and date of the meeting;
  - 23.5.2. the place of the meeting;
  - 23.5.3. the general nature of the business to be dealt with at the meeting; and
  - 23.5.4. the resolution to be proposed.
- 23.6. Where physical attendance at meetings is prohibited or limited by legislation to a number less than the Quorum the Board may interpret "**place**" to include virtual meetings including video conferencing. If a virtual meeting is held, the following Articles shall be amended as follows (unless varied pursuant to Article 9.2):
- 23.6.1. Article 25.2.1 - thirty Voting Members in attendance on the virtual link, or;
  - 23.6.2. Article 27.7 – shall be disregarded (ability to demand a ballot);
  - 23.6.3. Article 29.7 - All proxies shall be made in favour of the Chairperson of the Meeting.
- 23.7. Notice may 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 and shall be sent to every Member who is resident in the United Kingdom. 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 exhibited on the Company notice board and website from the date of notification until the conclusion of the meeting.

23.8. Accidental omission to give notice of any meeting to any one or more persons does not of itself invalidate the proceedings at that meeting unless the omission might have affected the outcome of the meeting.

## 24. **Special Business**

24.1. All business shall be deemed special that is:-

24.1.1. transacted at a General Meeting other than the Annual General Meeting;

24.1.2. 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, the election and re-election of any Member to a position created pursuant to Article 20.1 and the appointing and the fixing of the remuneration of the auditors.

## 25. **Quorum**

25.1. No business may be conducted at any meeting unless a quorum of Voting Members is present.

25.2. Save as otherwise provided in these Articles and subject always to Article 9.2, the greater of:-

25.2.1. thirty Voting Members, or

25.2.2. one fifth of the Voting Members present in person, by proxy or by postal vote shall constitute a quorum.

25.3. If within half an hour 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:

25.3.1. if the meeting was called pursuant to a request by Members, it shall immediately be dissolved; and

25.3.2. 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 Board may determine. If, at the adjourned meeting, a quorum of Members is not present within half an hour of the time appointed for the adjourned meeting, the Members present shall constitute a quorum.

## 26. **Chairperson**

26.1. The Chairperson elected by the Board shall preside as Chairperson at every General Meeting of the Company PROVIDED ALWAYS THAT:-

26.1.1. if there is no such Chairperson, he is unwilling to act, or he is not present within 5 minutes after the time appointed for the holding of the meeting, the Vice-Chairperson shall be Chairperson of the meeting; and

26.1.2. if there is no such Vice-Chairperson, he is unwilling to act, or he is not present within 5 minutes after the time appointed for the holding of the meeting, the directors present shall elect one of their number to be Chairperson of the meeting; and

26.1.3. if at any meeting no director is willing to act as Chairperson, or if no director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall, by simple majority, elect one of their number to be Chairperson of the meeting.

## 27. **Passing of resolutions**

27.1. All categories of membership are entitled to attend General Meetings. Subject always to Article 9.2, only Voting Members are entitled to vote at General Meetings.

27.2. Subject to the provisions of Articles 27.5 and 27.7, the Chairperson of a General Meeting may decide the method of voting for a resolution put to the vote whether by a show of hands ballot or acclamation but not overriding the conditions of Article 27.7.

27.3. A declaration by the Chairperson 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 and an entry in respect of such a declaration in recorded minutes of the meeting shall be conclusive evidence of that fact without such proof.

27.4. A declaration or entry shall not be conclusive evidence if a ballot is demanded in respect of the resolution, and the demand is not subsequently withdrawn.

27.5. Voting by post on a proposition at General Meetings shall only be allowed when:

27.5.1. on any agenda item for such General Meeting the Board has decided the same shall be the subject of a postal vote; and



- 27.5.2. notice of the decision to vote by post is posted in the clubhouse and sent to all Members entitled to vote together with a postal voting form at the same time as the documents sent in accordance with the provisions of Articles 23.1 to 23.8.
- 27.6. Subject always to Article 9.2, the Chairperson of a General Meeting shall not be entitled to exercise their right to vote **unless** there is equality of voting. For the avoidance of doubt, this Article does not apply to Board Meetings of the Company that are governed by Articles 38.1 to 38.15.
- 27.7. Subject always to Article 9.2. a ballot may be demanded by:
- 27.7.1. the Chairperson; or
- 27.7.2. Members together holding at least 10% of the total voting rights of all the Members having the right to vote at the meeting.
- 27.8. The demand for a ballot may be withdrawn.
- 27.9. If a ballot is demanded and not withdrawn:
- 27.9.1. it shall be taken in such manner as the Chairperson directs and the result of the ballot is deemed to be the resolution of the meeting at which the ballot was demanded; no Member shall be entitled to a second or casting vote where there is an equality of votes; and
- 27.9.2. if demanded by the Chairperson, or on the question of adjournment, the ballot shall be taken forthwith. A ballot demanded on any other question shall be taken at such time as the Chairperson of the meeting directs and any business other than that upon which a ballot has been demanded may be proceeded with pending the taking of the ballot.
- 27.10. Subject to the provisions of the Act and to Article 9.2, a resolution in writing signed by 75% of the Members 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 General Meeting of the Company duly convened and held.
28. **Voting rights**
- 28.1. Subject always to Article 9.2, every Voting Member shall:-
- 28.1.1. be entitled to vote under these Articles from time to time;

28.1.2. have one vote; and

28.1.3. be entitled to receive notice of and to attend and vote at General Meetings

PROVIDED THAT no Voting Member may vote at any meeting unless all monies presently due and payable by them to the Club have been paid or, if settlement of their dues is under a payment arrangement, all monies due under that payment arrangement have been paid so that their payment arrangement is up to date.

**29. Proxies**

29.1. Subject always to Article 9.2, any Voting Member may appoint another Voting Member as their proxy to exercise all or any of their rights to attend and to speak and vote at a meeting of the Company. Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement informing the Member of their rights to appoint a proxy.

29.2. Subject always to Article 9.2, a proxy must be:-

29.2.1. addressed to a Voting Member; and

29.2.2. authenticated by the appointer

29.2.3. in, or contain, the information set out in the following form:-

***I, [name] of [address] being a Member of the above-named company hereby appoint the Chairperson of the Meeting or failing [him/her] [name] of [address] as my proxy to vote in my name and on my behalf at the 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 they think fit.***

***Dated this            day of            20[Year]***

***Signature of appointer Member***

29.3. 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.

29.4. The instrument appointing a proxy must be received by the Company no later than the following time:

29.4.1. in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;

29.4.2. in the case of a ballot taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the ballot; and

29.4.3. in the case of a ballot taken not more than 48 hours after it was demanded, the time at which it was demanded.

29.5. In calculating the periods in this Article 29.1, no account shall be taken of any part of a day that is not a working day.

29.6. 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 ballot. 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 prior to the exercise of the proxy at the meeting or the adjourned meeting.

29.7. Other than the Chairperson of the Meeting, and subject always to Article 9.2, no Member shall be entitled to cast more than two (2) proxy votes in addition to their own vote at any meeting.

## 30. **Directors**

30.1. The provisions of Article 30 to 38 (inclusive) relating to directors are subject always to Article 9.2 and changes agreed to be made to the composition of the Board pursuant to that Article and the terms of membership of a Category B Member.

30.2. The maximum number of directors is 12. The minimum number of directors is 2.

30.3. The maximum and minimum numbers of directors may be changed by a resolution of the Company in General Meeting.

30.4. At a meeting of directors, 2 directors are a quorum

PROVIDED THAT no director shall be counted as a Member of the quorum for the purposes

of any Board agenda item on which he has a conflict of interest.

30.5. The directors shall meet at least every 3 months or more frequently if necessary. A director shall not vote nor be counted as a member of the quorum at any Board meeting held in respect of any contract in which they are interested and if they shall purport to vote their vote shall not be counted; if the meeting is thereby inquorate any resolution concerning that contract is and shall be void. The Board shall elect from the Directors a Chairperson and the Chairperson or shall preside at meetings of the Board; in their absence the directors present shall elect one of their number to chair the meeting. 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 General Meeting for the purpose of appointing further directors.

### 31. **Diversity of the Board**

31.1. The Club recognises the importance of a strong Board of Directors and that diversity on the Board should lead to better decisions for the Club as a whole. The Board will regularly monitor its policies to ensure that it takes into account the diversity within our membership and guests. To this end, age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation will not limit or restrict election to the Board. With equality in mind, it is the Club's intention that the Board should comprise of at least one lady and one gentlemen director.

### 32. **Qualification of Directors**

32.1. Prospective directors of the Company should be able to demonstrate the ability to perform effectively and, ideally, sound relevant experience in performing, the tasks, duties and responsibilities set out against the appropriate category in the Appendix I. It shall be the basic responsibility of a director to exercise their business judgment and act in what they reasonably believe to be in the best interests of the Company and its Members as a whole. In discharging that obligation, a director shall be entitled to rely on the honesty and integrity of the Company's senior executives and the Company's outside advisers and auditors. The Board shall review on a periodic basis the appropriate skills and characteristics required of the directors in the context of the then-current needs of the Company.

### 33. **Age-limits**

33.1. A person may not be appointed as a director of the Company unless they have attained the age of 18 years. There is no maximum age limit for directors.

**34. Retirement of directors**

- 34.1. At the third and every subsequent Annual General Meeting of the Company at least one third (rounded to the nearest whole number) of the directors for the time being must retire from office so that no director shall remain in office as a director after the fourth Annual General Meeting from their election without retiring and putting themselves forward for re-election. The directors to retire at each Annual General Meeting shall be those who have been longest in office since their last election but, as between persons who became directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. Retiring directors shall be eligible for re-election. The Company may from time to time by ordinary resolution determine in what rotation the directors shall retire from office.
- 34.2. The Company at the Annual General Meeting at which a director retires in the manner set out at Article 34.1 may fill the vacated office by electing a person thereto, and in default the retiring director shall, if offering themselves for re-election in accordance with Articles 36.1 and 36.2 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.

**35. Appointment and removal of directors**

- 35.1. The directors shall have power at any time, and from time to time, to appoint any 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.
- 35.2. The Company may by ordinary resolution passed at a General Meeting remove any director before the expiration of their period of office notwithstanding anything in these Articles or in any agreement between the Company and such director.
- 35.3. The office of a director is further vacated automatically if:
- 35.3.1. they are directly or indirectly interested in any contract with the Company and fails to declare the nature and/or existence of their interest in the manner required by s.182 of the Act;

- 35.3.2. they absent themselves from meetings of the directors for a continuous period of 6 months without special leave of absence from the directors acting and duly recorded at a directors meeting held during that period of 6 months;
- 35.3.3. they are disqualified from acting as a director by operation of law or order of the court;
- 35.3.4. they give the directors notice in writing that they resign their office; or

## 36. **Election of directors**

- 36.1. The directors shall be elected by ballot by the Members at the Annual General Meeting of the Company.
- 36.2. No person shall be eligible for election as a director at any Annual General Meeting unless not less than 28 days nor more than 42 days before the date appointed for the meeting there shall have been left at the registered office of the Company:-
  - 36.2.1. a notice in writing signed by a Voting Member stating the Member's intention to propose such person for election as director; and
  - 36.2.2. a notice in writing signed by the proposed director stating their willingness to be so elected.
- 36.3. All nominations received, together with the names of their proposers and seconders, shall be sent out by the Secretary within the Notice calling the Annual General Meeting.
- 36.4. The names of candidates proposed in accordance with this Article and Article 36.1 shall be entered onto the proxy form delivered with the notice convening the Annual General Meeting in alphabetical order and against the name of the candidate provision shall be made thereon for Members to indicate their vote in favour of or against any such nominee. A retiring Member director offering themselves for re-election may be identified as such on the proxy form delivered with the notice convening the Annual General Meeting.
- 36.5. In the event of there being more candidates or nominations than there are vacancies on the Board, the election shall be by ballot at the Annual General Meeting. If there should be an equality of votes, the Chairperson shall decide by lot which of the candidates 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 35.1.

**37. Appointment of Company Secretary**

- 37.1. The Company Secretary must be appointed by the Board for such term, at such remuneration and upon such terms and conditions as they think fit.
- 37.2. The said terms and conditions shall be recorded in the Company Secretary's Service Agreement.
- 37.3. The directors may terminate the Company Secretary's appointment and fill a vacancy.
- 37.4. Pending the appointment of a Company Secretary in accordance with Article 37.1 the Manager shall be the Company Secretary and be subject to the same duties and responsibilities imposed upon a registered club secretary by (inter alia) the Licensing Act 2003.

**38. Powers and duties of directors**

- 38.1. The general duties of the directors are as specified in section 170 to section 177 of the Act.
- 38.2. The business of the Company shall be managed by the Board, 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 Rules, not being inconsistent with the foregoing provisions, as may be prescribed by the Company in general meeting PROVIDED THAT no Rule made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. The directors may, subject to Article 30.1, act notwithstanding vacancies.
- 38.3. Subject to Article 38.5, the Board may exercise all the powers of the Company including:
  - 38.3.1. 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;
  - 38.3.2. to fix the annual and other subscriptions and joining fee (if any) 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. Save in the case of calendar subscriptions, the annual subscriptions shall become due in advance on 1st May in each year or such other date or dates as the Board may determine. If the whole of the subscription or any part thereof shall remain unpaid within one calendar month of its due date or if a Member has entered into a contractual settlement

arrangement and is more than one instalment in arrears a Member shall cease ipso facto to be a Member and shall have no claim on the assets of the Company; and

- 38.3.3. 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.
- 38.4. The Board may direct that any of their board may be ex-officio Members of any sub-committees or sub-groups.
- 38.5. Other than with the authority of a resolution passed by the Members at a General Meeting the Board shall not:-
- 38.5.1. approve any single item of expenditure exceeding £100,000 nor a series of linked transactions in respect of which the total amount or value exceeds £100,000, increased annually in line with the Retail Price Index (or any equivalent official index that takes its place) ) from the date of the RNGC Acquisition to the 31st December immediately preceding the date on which the expenditure is incurred and ;
- 38.5.2. dispose of any freehold property of the Company;
- 38.5.3. enter into any leasehold arrangement in respect of the whole or significant part of the freehold property of the Company nor enter into any lease as tenant; and
- 38.5.4. other than in respect of any main clearing bank current, deposit or treasury account, invest any of the assets of the Company in any financial product without appropriate qualified independent financial advice;
- 38.6. The Board may delegate any of their powers to a sub-committee or sub-committees of Members. In the exercise of the powers delegated to it a sub-committee must conform to any regulation prescribed by the Board and the Articles. Any delegation of powers or appointment of a sub-committee or a member of that sub-committee may be recalled or revoked by the Board at any time.
- 38.7. A sub-committee may meet and adjourn as it thinks proper or as directed by the Board. Questions arising at any meeting of a sub-committee shall be determined by a majority of votes of the Members present and in the case of an equality of votes its Chairperson shall not have a second or casting vote.
- 38.8. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, instructions in writing to the Company's bankers and all receipts for monies paid to the



Company shall be signed, drawn, accepted, endorsed or otherwise executed as the Board shall from time to time by resolution determine.

- 38.9. The Board shall cause minutes to be made for the purpose of:
- 38.9.1. all appointments of Officers or membership of sub-committees and the delegated powers of those sub-committees made by the Board including the revocation or recall of the same;
  - 38.9.2. the names of all directors and Members present at each meeting of the directors and of any sub-committee; and
  - 38.9.3. all resolutions of Members passed otherwise than at General Meetings, all proceedings of General Meetings and of the Board and committees.
- 38.10. The records referred to in Article 38.9 must be kept for at least ten years from the date of the resolution, meeting or decision, as appropriate.
- 38.11. The Board shall be entitled to request observers to attend meetings of the Board who shall be Members and who shall, subject to any contrary resolution of the Board, have the right to speak but not vote at those meetings.
- 38.12. Subject to any contrary provision of these Articles, the Board 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 Chairperson 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.
- 38.13. All acts done by any director, 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 their appointment, they were disqualified from holding office, they had ceased to hold office, or they were not entitled to vote on the matter in question.
- 38.14. All decisions made at any meeting of the Board or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it.
- 38.15. 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.

**39. Joining fees and subscriptions**

- 39.1. Subject to Article 39.2 subscriptions shall become due and payable in advance on the anniversary of their subscription when these Category A Members are invited to renew their memberships.
- 39.2. The Board may in their absolute discretion provide either generally or in regard to a particular Category A Member(s) for payment of subscriptions by instalments.
- 39.3. A Joining Fee, to be determined by the Board, shall be payable by all Playing Members.
- 39.4. If a Member, on attaining the age of 18, is elected to a senior category of membership and elects to become a Playing Member he shall pay the approved Joining Fee ruling at that time, less 1/6th for each year that they have been a Member of the Club.
- 39.5. When a Stables Member, who has previously been a Playing Member, applies and is re-elected to a playing membership, the Board shall have the discretion to waive the Joining Fee.
- 39.6. When an ex Playing Member having resigned in accordance with Article 11.1 wishes to re-join they shall be proposed and seconded in accordance with Article 8.2 and shall pay the annual Subscription in force at the time of re-election calculated in accordance with Article 39.8. Where that Member wishes to re-join as a Playing Member, the Board shall have the discretion to waive the Joining Fee and in its place charge that Member the difference if any and if greater between the Joining Fee originally paid by them and that in force at the time of their re-election.
- 39.7. Joining Fees and Subscriptions are to be paid to the Club, and a Category A Member on paying their joining fee and subscription or such other part thereof as shall be fixed by the Board, shall be considered thereby to have submitted to these Articles and the Rules, both as to the restrictions enjoyed and the penalties imposed, and on such condition alone are they entitled to enjoy all the advantages and privileges of the Club. Playing Member rights will only apply when the joining fee in force at the time of joining or transfer of category has been paid in full or, if the Member has entered into a contractual settlement arrangement with the Club, payments under that arrangement are up to date.
- 39.8. Subscriptions of new Category A Members (other than subscriptions for Calendar Members) shall begin from the date of their admission to membership and shall be calculated proportionally on a daily basis to the 30th April next following the date of their admission as a Category A Member.

- 39.9. If monies due in respect of subscriptions (including calendar subscriptions) are not received within 15 days of the date of admission or if the Category A Member has not entered into a contractual settlement arrangement with the Club within 15 days of the date of admission and/or payments under that arrangement are in arrears, the proposed new Category A Member in question shall not be admitted as a Category A Member and shall not be entitled to the privileges of the Club until they are re-elected.
- 39.10. Each Category A Member shall communicate their address or that of their agent from time to time to the Secretary and all notices sent to such address will be considered duly delivered.
- 39.11. The Board may agree to a variation to the subscription payable in respect of any category of membership as they see fit. All Members benefiting from such variation will be entitled to use all the amenities of the Club pertaining to their membership category.
- 39.12. Joining Fees and Subscriptions are to be paid to the Club or to the credit of the Club at such Bank as the Board may from time to time decide.
- 39.13. Members whose due subscriptions are in arrears or who have not entered into a contractual settlement arrangement with the Club or have entered into such contractual settlement agreement but payments under that arrangement are in arrears at 1st May will not be able to play the course or use the Club's facilities until their subscription is paid or a contractual settlement agreement completed and/or is not in arrears. Members whose due subscriptions are in arrears on the 1st June each year will forfeit their membership.
- 39.14. No Member shall be entitled to a refund of Annual Subscription or any other compensation in the event of the closure of the Golf Course or Clubhouse pursuant to Article 6.1.6.

#### 40. **Accounts**

- 40.1. The Board shall ensure that adequate accounting records are kept, in accordance with section 386 of the Act containing:-
- 40.1.1. 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
- 40.1.2. a record of the assets and liabilities of the Company.
- 40.2. The accounting records shall be kept at the Company's registered office or such other place as the Board thinks fit, and shall at all times be open to inspection by the Company's Officers. The Board 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 those Members who are not Officers, or as otherwise determined by statute or by the Company in General Meeting. Save as aforesaid no Member 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 6 years from the date on which they are made.

- 40.3. For each financial year, the Board 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 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 if applicable 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.
- 40.4. The Board shall also prepare a directors' report for each financial year of the Company, if required, in accordance with the requirements of the Act.
- 40.5. The Board shall deliver to the Registrar for each financial year a copy of the Accounts drawn up as at the last day of that year, and a copy of the auditor's report on those accounts.
- 40.6. 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.
- 40.7. 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, 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.
- 40.8. Subject always to any limitations of the rights of Category A Members imposed as a consequence of the exercise of Article 9.2, 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 40.7 above.

**41. Audit**

41.1. Auditors shall be appointed to undertake an audit.

**42. Rules and Byelaws of the Club**

42.1. Other than the Members’ Rules required to be agreed by the Voting Members in accordance with the provisions of Articles 17.2, the Board may from time to time make, alter and repeal any Rules they consider necessary or expedient or convenient for the proper conduct and management of the Club and in particular, but not exclusively, they may by such Rules:-

42.1.1. Regulate the different categories of membership the conditions of entry into each category and the rights and privileges attaching to each category (including in exercise of the discretion conferred on the Board pursuant to Article 9.2 to admit Category B Members and vary or abrogate the rights of Category A Members).

42.1.2. Regulate the terms and conditions upon which guests of the club and its Members, children of Members and visitors may use the property and premises of the Club/Company;

42.1.3. Fix the times of opening and closing of the golf course, clubhouse and premises of the Club and Company or any part of them and the permitted hours for the supply of intoxicating liquor;

42.1.4. Regulate the conduct of Members in relation to one another and to the Club and Company staff;

42.1.5. Set aside the whole or any part of the Club/Company premises for Members, or class of Member at any particular time or for any particular purpose;

42.1.6. Regulate all matters in relation to expulsion and suspension of membership from the Club or Company and they may pursuant to the proper exercise of this power delegate such to the Members’ Committee of the Club; and

42.1.7. Regulate any matter that is commonly the subject of Club rules and byelaws.

42.2. The Board shall adopt whatever means they consider sufficient to bring all Rules, alterations, repeals and additions to the notice of the Members including to be published at the Club. All Rules, for so long as they are in existence, are binding upon all.

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

#### 43. **Indemnity**

43.1. 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 them to a person other than the Company in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them 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 PROVIDED ALWAYS THAT the person so indemnified must have acted honestly, reasonably and in the best interests of the Company and be entitled to be indemnified.

#### 44. **Dissolution**

44.1. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatsoever including (for the avoidance of doubt) any unexpired subscriptions paid by Members, the same may only be distributed, given or transferred to another non-profit making body. When selecting an appropriate non-profit making body in accordance with this Article, the priorities for selection shall be that (in order of priority):-

44.1.1. the non-profit making body shall have objects that are similar to those set out in Article 5.1; or if not practicable

44.1.2. the non-profit making body shall have objects that are golf related; or if not practicable

44.1.3. the non-profit making body shall have objects that are sport related but, other than the reference to golf meet the criteria set out in Article 7.4.

44.1.4. under no circumstances shall a transfer take place to any non-profit making body where the directors or officers of that body have also been directors of or have

otherwise been connected with the management of Royal Norwich Golf Club at any time during the 5 years prior to the dissolution.

44.2. No transfer shall be made in accordance with Article 44.1 unless the non-profit making body selected to receive the transfer has agreed to offer membership of their body to all Members of the Club.

44.3. Any resolution for the solvent winding up or dissolution of the Company is subject to the passing of a special resolution by a majority of not less than 75% of the votes cast at the relevant meeting.

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

45.1. 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:

45.1.1. 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 shall be deemed to have been received by the intended recipient 48 hours after it was posted;

45.1.2. 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

45.1.3. 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 shall be deemed to have been received by the intended recipient 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. The document or information shall be available on the Company's 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.

45.2. Where a Member has received a document or information from the Company otherwise than in hard copy form, they may require the company to send them 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.

45.3. A document or information sent or supplied by a Member to the Company or by the Company to a Member is sufficiently authenticated if:

45.3.1. in hard copy form, it is signed by the person sending or supplying it; and

45.3.2. in electronic form, the identity of the sender is confirmed in the manner specified by the Board or, where no such manner has been specified by the Board, 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.



## I. Chairperson

The Chairperson's primary role is to contribute to the attainment of the company's business objectives by:

- managing and providing leadership to the Board of Directors of the Company;
- ensuring that the Board is effective in its tasks of setting and implementing the company's direction and strategy; and
- acting as a direct liaison between the Board and the management of the Company, through the Manager.

The essential tasks of a Chairperson include:

- taking responsibility for the board's composition and development;
- ensuring management provide proper information for the board;
- planning and conducting board meetings effectively;
- encouraging all directors to be involved in the board's work;
- focusing the board on its key tasks;
- engaging the board in assessing and improving its performance;
- overseeing with the Manager, the induction and development of directors;
- overseeing the Board's approval of the annual budget, audit reports, and material business decisions;
- co-ordinating an annual performance evaluation of the Manager;
- periodically consulting with board members on their roles and helping them assess their performance; and
- planning, presiding over, and facilitating board and committee meetings; partnering with the Manager and Secretary to ensure that board resolutions are carried out.

As well as being Chairperson of the board, he is expected to act as the company's leading representative and as an ambassador for the Club that will include the presentation of its aims and policies to the outside world.

## 2. Finance Director

The Finance Director's primary role is to contribute to the attainment of the company's business objectives by:

- providing strategic and financial guidance to ensure that the company's financial commitments are met; and
- developing necessary policies and procedures to ensure the sound financial management and control of the Company's business.

The essential tasks of the Finance Director include:

- contributing to the achievement of the company's business objectives by providing advice and guidance on financial strategy; and
- providing financial advice and guidance to the Manager to enable him to achieve their objectives.

He will also assist the Manager:-

- direct and control finance staff to ensure that they are appropriately motivated and developed and so that they carry out their responsibilities to the required standard;
- develop and control the company's annual operating budget to ensure that all financial targets are met and financial and statutory regulations complied with;
- in the preparation of the company's financial accounts to ensure that these are presented accurately and on time;
- develop and maintain all necessary systems, policies and procedures to ensure effective and efficient financial management within the company;
- monitor external contracts and services provided by suppliers to ensure that these are operating effectively and provide the best value to the company; and
- carry out all necessary actions to ensure that the company meets its financial and legal obligations.

### 3. Other Directors

The other Director's primary role is to contribute to the attainment of the company's business objectives. Their general responsibilities, in accordance with the Companies Act 2006, in addition to providing strategic and commercial guidance are also responsibilities required of the Chairperson, Finance Director, the Non-Executive Directors and any staff appointed as directors and are:

- ensuring the Board and the Management act within the Company's powers (s171);
- to act in good faith to promote the success of the Club (s172);
- to exercise independent judgement (s173);
- to exercise reasonable skill and care (s174);
- to avoid conflicts of interest (s175);
- not to accept benefits from third parties (s176); and
- to declare any interests in proposed transactions or arrangements (s177).

### 4. Non-executive Directors

Essentially the non-executive director's role is to provide a creative contribution to the board by providing advice and objective criticism.

Non-executive directors should have a breadth of experience, be of an appropriate calibre and have particular personal qualities. Additionally, they may have some specialist knowledge that will help provide the board with valuable insights or key contacts

Non-executive directors are expected to focus on board matters and not stray into 'executive direction,' thus providing an independent view of the company that is removed from day-to-day running.

Non-executive directors should bring to the board:

- independence;
- impartiality;
- wide experience;
- special knowledge;
- personal qualities.