

Articles of Association

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION OF  
NEWBURY & CROOKHAM GOLF CLUB LIMITED**

**(adopted on [ ] 20[ ])**

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## CONTENTS

Defined Terms	
Objects	1
Powers	2 - 4
Liability of Members	5 – 6
Members of the Management Committee	7 -10
Casual Vacancies on the Management Committee	11 – 13
Rotation of Members of the Management Committee	14 – 15
Elections to the Management Committee	17
Books of Account	18 – 21
General Authority of the Management Committee and Members’ Reserve Power	22 – 31
Calling a Meeting of the Management Committee	32 – 35
Proceedings of the Management Committee	36 – 39
Directors Delegatory Powers	40 – 47
Participation in Management Committee Meetings	48 – 50
Quorum for Management Committee Meetings	51 – 55
Casting Vote	56 – 57
Conflicts of Interest	58 – 63
Records of Decisions	64 – 66
Termination of Director’s Appointment	67
Directors’ Remuneration	68 – 70
Honoraria	71
Employees	72
Organisation of General Meetings	73 – 77
Notice of a General Meeting	78 – 81
Proceedings at General Meetings	82 – 92
Amendments to Resolutions	93 -96

Objections to Qualification to Vote	97 – 98
Votes of Members	99 – 104
Attendance and Speaking at General Meetings	105 – 108
Applications for Membership	109 – 112
Conditions of Membership	113 – 115
Termination of Membership	116 – 121
Administrative Arrangements	
Means of Communication to be Used	122 – 127
Right to Inspect Accounts and Other Records	128
Indemnity	129 – 131
Insurance	132 – 134
Dissolution	135

## DEFINED TERMS

In the Articles, unless the context requires otherwise:

**2006 Act** means the Companies Act 2006 as modified by statute or re-enacted from time to time;

**Amateur Golf** means the general name for the sport of golf which is governed by the Rules of Golf and played adhering to the Rules of Amateur Status;

**Articles** means these articles of association, as may be amended from time to time;

**Bye Laws** means the Bye Laws of the Company made by the Management Committee in accordance with Article 5;

**Chairman** of the Management Committee means the person appointed to the post of that name in accordance with Article 17;

**Chairman of the meeting** has the meaning given in Article 37 (in respect of a meeting of the Management Committee) or Article 84 (in respect of a general meeting);

**Club** means the golf club run by the Company known as Newbury & Crookham Golf Club;

**Club General Manager** the person having the title of manager or secretary of the Club from time to time;

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

**Company** means Newbury & Crookham Golf Club Ltd, when used within these Articles of Association

**Director** means a member of the Management Committee, 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;

**Elected Director** means a Director elected in accordance with Article 17

**Electronic form** has the meaning given in section 1168 of the 2006 Act;

**England Golf** means the English Golf Union Limited the governing body for Amateur Golf in England;

**Treasurer** means the person appointed from time to time as finance director. The Treasurer is an elected Officer of the Club as defined in Article 8.

**Management Committee** means the board of Directors of the Company;

**Member** a person or body who or which is a member (whether voting or non-voting) of the Company for the purposes of the Articles and the Bye Laws. The categorisation and the rights, privileges and obligations of each category of Member shall be laid down

in the Bye Laws;

**Minutes** means written records of all meetings and resolutions made at those meetings.

**Non-Voting Members** means all members of the Company other than the Voting Members. Non-Voting Members are not members for the purposes of the Companies Act;

**Officer of the Club** means the persons elected from time to time to fill the posts of President, Chairman of the Management Committee, Captain, Vice-Captain and Treasurer of the Club in accordance with the Bye Laws;

**Ordinary resolution** has the meaning given in section 282 of the 2006 Act; “

**Participate** in relation to a meeting of the Management Committee has the meaning given in Article 48;

**Regulations** means the regulations and policies of the Company made by the Management Committee in accordance with Articles 22 to 31;

**Rules of Golf and Rules of Amateur Status** means the rules for the sport of golf and governing amateur status as from time to time laid down by R&A Rules Limited (Company Number SC247046) or its successor body or bodies;

**Special resolution** has the meaning given in section 283 of the 2006 Act;

**Subsidiary** has the meaning given in section 1159 of the 2006 Act;

**Voting Members** means those members admitted from time to time into membership pursuant to Article 99 and any applicable Rules which, under the Rules, are entitled to receive notice of, attend and vote at general meetings. Voting Members are members of the Company for the purposes of the Companies Acts;

**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.

Unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the 2006 Act as in force on the date when the Articles become binding on the Company.

Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender and vice versa. Gender shall mean masculine or feminine. Words importing persons shall include corporations and unincorporated associations.

Any reference to a committee shall include a sub-committee and vice versa.

For the purposes of section 20 of the 2006 Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of the Articles

## THE ARTICLES OF ASSOCIATION

### OBJECTS

1. The objects for which the Company is established are (hereinafter referred to as the “Objects”):

- a. to own, manage and operate the golf club known as Newbury & Crookham Golf Club for the benefit and use of its members, invitees and guests including the provision of clubhouse facilities;
- b. to promote, administer, encourage the development of, and wider participation in and to further the interest of Amateur Golf;
- c. to acquire and undertake all property and liabilities and to carry out the powers, obligations, duties and general objects of the incorporated association known as the Newbury & Crookham Golf Club and to indemnify their officers, members and members of any of their councils, executive committees and any other committees and their employees against all costs, claims, demands, actions and proceedings relating to their assets and undertakings and in respect of all liabilities, obligations and commitments (whether legally binding or not) and also in respect of the costs and expenses and outgoings from or attributable to the transfer of their assets and undertakings;
- d. to arrange championships, trophy events, matches, competitions and such other activities as the Management Committee may think fit;
- e. to co-operate with England Golf, the Royal & Ancient Golf Club of St Andrews and county golf unions, associations and organisations in all matters relating to the administration, promotion and playing of Amateur Golf in such manner as the Management Committee shall decide;
- f. to co-operate with England Golf in all matters relating to Amateur Golf, including recognition of the Articles, rules, regulations or bye-laws of England Golf and the rules and regulations of any body to which England Golf is affiliated, in such manner as the Management Committee shall decide;
- g. to assist in maintaining the World Handicapping System (WHS) to the rules detailed at its introduction in November 2020 and to implement any subsequent changes;
- h. to take such action from time to time as the Management Committee may consider desirable for the benefit of its Members;
- i. to support the principle and practice of equity, equality and equality of opportunity, challenge discrimination that is indirect, direct, intentional or unintentional, to ensure that all people, irrespective of their age, gender, ability, social status, race, ethnic origin, religious belief, disability or sexual preference have a genuine and equal opportunity to participate in golf. In furtherance of this object the Company shall support and promote diversity, equality and fairness in its appointments to the Management Committee, to committees and other posts and of representation at meetings.
- j. to do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the Objects stated in this **Article 2**.

## **POWERS**

2. The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects (the “**Powers**”).
3. The income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the Members, unless the Club is dissolved, in which case the rules are set out in Article 135.
4. Nothing in Article 3 shall prevent the payment in good faith by the Company:
  - a. of honoraria in accordance with Article 71.
  - b. to any Director, committee or sub-committee member or Club employee of reasonable and proper out-of-pocket expenses.
  - c. of reasonable and proper out-of-pocket expenses to any Member when representing the Company;
  - d. of interest on money lent by a Member or the Directors to the Company at a commercial rate of interest;
  - e. of reasonable and proper rent for premises demised or let by any Member or by any Director;
  - f. of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company;
  - g. of a reasonable and proper salary to any Member when employed in a non- playing capacity by the Company; or
  - h. other payments as are permitted by the Articles.

## **LIABILITY OF MEMBERS**

5. Only Voting Members shall be members of the Company for the purposes of Section 112 of the Companies Act 2006 and liable to contribute to the assets of the Company in the event of it being wound up.
6. The liability of each Voting Member is limited to £1, being the amount that each Voting Member undertakes to contribute to the assets of the Company in the event of its being wound up while it is a voting member or within one year after it ceases to be a Voting Member for:
  - a. payment of the Company's debts and liabilities contracted before it ceased to be a Voting Member;
  - b. payment of the costs, charges and expenses of winding up; and
  - c. adjustment of the rights of the contributories among themselves.

## **THE MANAGEMENT COMMITTEE**

### **Members of the Management Committee**

7. The members of the Management Committee shall consist of the Officers of the Club, as specified below, and such number of full playing members as decided by the AGM from time to time.
8. The Officers of the Club shall be the Chairman, the President, the Captain, the Vice Captain and the Treasurer, who also acts as Company Secretary.
9. The Management Committee may at any time appoint any full playing member as a member of the Management Committee to fill a casual vacancy, provided that the number of members of the Management Committee currently prescribed by the Bye Laws is not exceeded. Any full playing member appointed to fill a casual vacancy shall retain this office until the next AGM.
10. The Management Committee shall take reasonable steps to ensure that it is socially diverse in appointees of gender and race as much as is possible within the composition of the membership.

### **Casual Vacancies**

11. A casual vacancy arising in any of the Officers of the Club shall be filled by the Management Committee provided always that the person appointed by the Management Committee to fill the casual vacancy shall hold office only until the next general meeting.
12. The Management Committee will establish a sub-committee to consider those candidates for posts as Officers of the Club and the awards of honoraria. The sub-committee shall be known as the Honours and Appointments Committee and will meet annually under the direction of the Club President. Its members shall be the Captain, Vice-Captain, Immediate past Captain, the Lady Captain and the Chairman of the Management Committee. Recommendations for appointments and honoraria will be made direct to the Management Committee. Once approved by the Management Committee, such recommendation will be made to the AGM for the members' approval.
13. All acts carried out in good faith at any meeting of the Management Committee or of any committee, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person be as valid as if every such person had been duly appointed or had duly continued in office.

### **Rotation of Members of the Management Committee**

14. At every Annual General Meeting
  - a. All Officers of the Club shall retire.
  - b. One third of the remaining members of the Management Committee (or if their number is not a multiple of three, then the nearest lower whole number to one third) shall retire.
15. The members of the Management Committee to retire shall be those who have been longest



in office since their last election to the Management Committee. If there are members of equal seniority on the Management Committee, the members to retire shall, in the absence of any agreement, be selected from among them by lot.

16. A retiring member of the Management Committee shall be eligible for re-election.

### **Elections to the Management Committee**

17. Nominations for election to the Management Committee must be notified to the General Manager seven days before the appointed time for the AGM. The nomination must be signed by a proposer and seconder, both of whom must be full playing members of the Club and the notice must be signed by the member of the club being proposed, to signify his willingness to be elected. Nominees, proposers and seconds must be full members of the club of at least three years standing. The General Manager shall post on the notice board and on the website a list of such persons proposed for election to the Management Committee, not less than three days before the date appointed for the AGM.

### **Books of Account**

18. The Management Committee shall cause proper accounts and other necessary records to be kept, to comply with statutory requirements in force from time to time. The accounts shall be kept at the offices of the Club or electronically and will be open for inspection by members of the Management Committee.

19. The Club may in General meeting make reasonable conditions and regulations as to the time and manner for the inspection of the accounts by members.

20. At the Annual General Meeting in every year the Management Committee shall lay before the Meeting the statutory audited accounts of the Club, made up to a date not more than 4 months before the meeting. A copy of the accounts shall, not less than fourteen days before the dates of the Annual General Meeting, be sent to all persons entitled to receive notice of the Annual General Meeting.

21. The Management Committee may raise or borrow for the Club such sums of money upon mortgage or charge on any property of the Club, as they consider necessary.

### **General Authority of the Management Committee and Members' reserve power**

22. Subject to the Articles, any Bye Laws made pursuant to them and the Companies Acts, the Management Committee is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

23. The Management Committee may from time to time make, vary or revoke Bye Laws relating to the Company and Regulations including mechanisms and standing orders for the better administration of the Company including (without limitation):

- a. Bye Laws setting out different categories of membership of the Company, membership fees and conditions of membership;
- b. Bye Laws setting out rights, privileges and obligations of the different categories of member;
- c. Regulations as to the function, role and operation of committees to assist the Board;

- d. Mandatory Bye Laws for Members;
- e. Regulations for the selection of competitors to represent the Club in matches and competitions and the management of any team of competitors so selected;
- f. Regulations to ensure recognition of the rules of England Golf;
- g. Regulations setting out disciplinary procedures for Members and Regulations to ensure recognition of the disciplinary procedures of England Golf;
- h. Regulations for the promotion and organisation of championships;
- i. Safeguarding policies, which shall ensure recognition of the safeguarding policies and procedures of England Golf, including the appointment of a Welfare Officer;
- j. Equality policies which shall ensure recognition of the equality policies and procedures of England Golf and as defined by the Equalities Act 2010; and
- k. Such other Rules, Regulations and policies as the Board thinks fit.

24. No Bye Laws or Regulations made by the Company shall invalidate any prior act of the Management Committee, which would have been valid if such Bye Law or Regulation had not been made.

25. All Bye Laws and Regulations, for so long as they are in force, shall be binding on all Members of the Club.

26. Bye Laws and Regulations made pursuant to these Articles must be compliant with the Companies Acts and these Articles in order to be valid. No Bye Laws shall be inconsistent with, or affect or repeal anything contained in the Articles or be in breach of any statutory provision.

27. The Management Committee has the power to make, alter or repeal any bye laws of the Club, but notices will be displayed on the Club's notice boards and on the Club's website to advise members of any additions, amendments or repeals of any of the Club's Bye Laws.

28. The Management Committee shall adopt whatever means they consider sufficient to bring any Bye Laws, Regulations, alterations and repeals to the notice of the Members.

29. No Bye Law shall be inconsistent with anything contained in the Articles of Association.

30. Any Bye Law may be made, altered or repealed by a Special Resolution of a General Meeting of the Club.

31. Any proposed sale of land and property of the Club, which would prevent the use of the existing land and property for the purposes of the Golf Club shall require a General Meeting and a Special Resolution to that effect.

#### **Calling a meeting of the Management Committee**

32. Any Director may request a meeting of the Management Committee by giving notice to the Chairman, who will direct the Club General Manager to give such notice. A period of fourteen days' notice must be given for such a meeting.

33. Notice of any meeting of the Management Committee must indicate its proposed date and time, where it is to take place and any specific subject(s) the Management Committee may be addressing

34. Notice of a meeting of the Management Committee must be given to each Director and must be in writing. A Director who is absent from the United Kingdom shall be entitled to notice of a meeting if he or she has provided a valid email address.

35. Without prejudice to the foregoing, the Management Committee shall meet at such times and at such frequency as they consider fit from time to time. The Management Committee shall meet not less than six times per calendar year but, subject to that, the actual number of meetings shall be determined by the Management Committee.

### **Proceedings of the Management Committee**

36. The Management Committee will meet for conducting the business of the Company, adjourn and otherwise regulate their meetings as they see fit. Unless otherwise determined at a General Meeting, five shall be a quorum. Decisions at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman of the Management Committee shall have a second or casting vote.

37. The Chairman shall preside over all Management Committee meetings at which he is present, but if he is not present within ten minutes of the scheduled time for the meeting, the Directors of the Management Committee present shall appoint one of their number as Chairman.

38. All meeting of the Management Committee at which a quorum is present, shall be competent to exercise all authorities, powers and discretions by or under the Bye Laws of the Company for the time being, vested in the Management Committee generally.

39. In the case of the number of Management Committee members falling below the number required, as decided within these Articles of Association, it shall be lawful for them to act as the Management Committee until the next meeting.

### **Directors Delegatory Powers**

40. Subject to the Articles, the Management Committee may delegate any of the powers which are conferred on it under the Articles to sub-committees consisting of such member or members of the Management Committee and any other member of the Company as they see fit.

41. The meetings and proceedings of any sub-committee shall be governed by the same regulations and provisions that apply to Management Committee meetings.

42. Any sub-committee so formed shall in the exercise of the powers delegated to them, conform to any regulation imposed upon it by the Management Committee.

43. All acts and proceedings delegated shall be reported to the Management Committee in due course.

44. If the Management Committee so specifies, any such delegation may authorise further delegation of the Management Committee's powers by any person to whom they are delegated.

45. The Management Committee may revoke any delegation in whole or part, or alter its terms and

conditions.

46. Committees to which the Management Committee delegates any of its 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 the Board.

47. The Management Committee 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.

### **Participation in Management Committee Meetings**

48. Subject to the Articles, Directors participate in a meeting of the Management Committee, or part of a meeting of the Management Committee, when:

- a. the meeting has been called and takes place in accordance with the Articles; and
- b. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

49. In determining whether Directors are participating in a meeting of the Management Committee, it is irrelevant where any Director is or how they communicate with each other.

50. If all the Directors participating in a meeting of the Management Committee are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

### **Quorum for Management Committee Meetings**

51. At a meeting of the Management Committee, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

52. The quorum for meetings of the Management Committee may be fixed from time to time by a decision of the Directors but it must never be less than five.

Subject to Article 53, the Management Committee may act notwithstanding any vacancy in their body.

53. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a general meeting so as to enable the Voting Members to appoint additional Directors.

54. Subject to Article 55, if a question arises at a meeting of the Management Committee (or a meeting of a sub-committee) 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 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.

55. 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 majority 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.

### **Casting Vote**

56. If the numbers of votes for and against a proposal are equal, the Chairman of the meeting of the Management Committee shall have a casting vote.

57. Article 56 does not apply if, in accordance with the Articles, the Chairman of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **Conflicts of Interest**

58. If a proposed decision of the Management Committee is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes save where Article 59 applies.

59. The prohibition under Article 58 shall not apply when:

- a. the Management Committee approves the Director as counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest;
- b. the Company passes an ordinary resolution to approve the Director as counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest
- c. the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- d. the Director's conflict of interest arises from a permitted cause.

60. For the purposes of Article 59d, the following are “**permitted causes**”:

- a. a guarantee, security or indemnity given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries (if any);
- b. subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- c. arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries (if any) which do not provide special benefits for Directors or former Directors.

61. For the purposes of Article 58, references to proposed decisions and decision-making processes include any meeting of the Management Committee or part of a meeting of the Management Committee.

62. A Director may vote, and count towards the quorum, in regard to any transaction or arrangement in which he or she has, or can have, a direct or indirect conflict of interest that conflicts, or possibly may conflict with the interests of the Company only where such matter has been authorised by the Management Committee in accordance with section 175 of the 2006 Act.

63. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of the Management Committee or a committee formed under Articles 40 to

47.

### **Records of Decisions**

64. The Management Committee shall have proper Minutes kept of all appointments of Officers and of all the proceedings of meetings of the Club, the Management Committee and sub-committees. All business transacted at such meetings and the Minutes of those meetings, if purporting to be signed by the Chairman of the meeting, or by the Chairman of the next, succeeding meeting, shall be sufficient evidence without any proof of the facts stated in the Minutes.

### **Sections.**

65. Sections of the membership, ie those defined by the fact that they compete for club trophies and play representative matches against other clubs, such as the Ladies, Seniors and 19+ handicappers and Junior members, may form themselves into groups. Regulation of such groups shall always be subject to the control of the Management Committee and Juniors will be under the supervision of an adult. Sections are to ensure that, where appropriate, audited accounts are submitted annually for inclusion in the Club's end of year accounts.

### **Audit**

66. The accounts of the Club will be either audited or subjected to an assurance review by qualified auditors.

### **Termination of Director's appointment**

67. Without prejudice to the provisions of section 168 of the 2006 Act, a person shall cease to be a Director of the Company as soon as:

- a. that person ceases to be a Director by virtue of any provision of the 2006 Act or is prohibited from being a Director by law;
- b. a bankruptcy order is made against that person;
- c. a composition is made with that person's creditors generally in satisfaction of that person's debts;
- d. 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;
- e. 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;
- f. unless the Management Committee resolves otherwise, that person shall have been absent for more than three consecutive Management Committee meetings without sufficient reason or without permission of the Management Committee;
- g. that person is requested to resign by all of the other members of the Management Committee acting together; or
- h. notification is received by the Management Committee from the Director that the

Director is resigning from office, and such resignation has taken effect in accordance with its terms shall be deemed to have resigned from office and the vacancy shall be filled in accordance with these Articles.

### **Directors' remuneration**

68. Subject to the provisions of the Companies Acts, and to Article 70 below, the Management Committee may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. No Director may hold an executive position in the Club concurrent with membership of the Management Committee.

69. No Director shall take any loan from the Company.

70. No Director shall receive remuneration for his/her role as a Director. The Captain and Lady Captain shall also receive a grant from the Club to assist with their expenses during their tenure, the sum to be at the discretion of the Management Committee

### **Honoraria**

71. The Management Committee may at its discretion award honoraria to such persons as it thinks fit, provided that the honoraria shall not to any extent be determined by or conditional upon the profits or losses derived from some or all of the activities of the company, or by reference to the level of the company's gross income from some or all of its activities. The Captain and Lady Captain will not pay a membership subscription for the period of their captaincies.

### **Employees**

72. Subject to the provisions of the Articles, the Management Committee may appoint employees to manage the business and operations of the Company for such terms at such remuneration and upon such conditions as they may think fit and such employees appointed may be removed by them. While such employee may have a different title within the Company, for the purposes of these Articles and the Rules the most senior employee shall be referred to as the Club General Manager. When recruiting a new Club General Manager the Management Committee shall establish a sub-Committee made up of such members of the Management Committee or other persons as it shall in its discretion decide, to recruit based on the skills matrix and any other criteria that the Management Committee shall specify and the sub-Committee shall nominate a General Manager for approval and appointment by the Management Committee.

## **ORGANISATION OF GENERAL MEETINGS**

### **General Meetings**

73. The Club shall hold a General Meeting in every calendar year as its Annual General Meeting (AGM), and every AGM shall be held not more than fifteen months after the previous AGM.

74. All General Meetings other than AGMs shall be Extraordinary General Meetings.

75. The Management Committee may call an Extraordinary Meeting or an Extraordinary Meeting may be requisitioned by a written notice signed by a minimum of 25 members entitled to vote. When convening an Extraordinary Meeting the notice calling for the meeting must specify the purpose of the meeting.

76. All business to be transacted at an Extraordinary Meeting shall be deemed special requiring a special resolution. A special resolution, unless amended by the Companies Act requires 75% approval from those present entitled to vote or, if a poll is demanded, taking proxy votes into account.

77. The annual general meeting shall be held for the following purposes:

- a. to receive from the Management Committee the Company's financial statements;
- b. to receive from the Management Committee a report of the activities of the Company since the previous annual general meeting;
- c. to appoint the Company's auditors;
- d. to receive a report from the Club President;
- e. to receive a report from the Club Captain;
- f. to elect the Officers of the Club and elect members of the Management Committee to replace those retiring.
- g. to transact such other business as may be brought before it.

### **Notice of a General Meeting**

78. Twenty-one days' notice of the AGM and of every meeting for the consideration of a special resolution is required. Such notice in writing shall be given to such persons as are under the Articles entitled to receive such notices from the Company. Fourteen days written notice of a proposal to amend a special resolution is required in addition.

79. The notice shall specify the place, the day and the hour of the meeting and in the case of special business, the general nature of the business. Such a meeting may be held via an IT conference platform if circumstances prevent a physical meeting. All business transacted at a general meeting, and all that is transacted at an AGM, with the exception of the business set out in Article 77, shall be deemed special business.

80. A Voting Member may propose a resolution (or resolutions) to be considered at a general meeting. Such proposed resolutions must be seconded by another Voting Member and made in writing addressed to the General Manager and be received not less than 14 days before the General Meeting at which it is to be proposed.

81. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof, shall not invalidate any proceedings of, or resolution passed at, any meeting.

### **Proceedings at General Meetings**

82. No business shall be transacted at any General Meeting unless a quorum is present. A quorum is twenty members personally present, or present by means of an IT conference platform.

83. If within half an hour of the time appointed for the Meeting, a quorum is not present, the



Meeting, if convened on the requisition of Members, shall be dissolved. In any other case the Meeting shall stand adjourned to the same day in the next week at the same time and place. If, at the adjourned meeting, 20 members are not present, within half an hour of the time set for the Meeting, the Members present shall represent a quorum.

84. The Club President shall preside as Chairman at every General Meeting, or in his absence the Members present shall choose a member of the Management Committee to act as Chairman.

85. The Chairman may with the consent of any Meeting at which a quorum is present (and shall if directed by the Meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the Meeting from which the adjournment took place.

86. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting.

87. At all General Meetings a resolution put to the vote of the Meeting shall be decided on a show of hands by a majority of the members present in person and entitled to vote, unless a ballot is, before or upon the declaration of the result of the show of hands, demanded by the Chairman of the Meeting or at least three members present.

88. Unless a poll has been demanded, a declaration by the Chairman of the Meeting that a resolution has been carried, or lost 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 that resolution.

89. Subject to the provisions of Article 88, if a poll be demanded in the manner prescribed, it shall be taken at such a time and place, and in such a manner, as the Chairman of the Meeting shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

90. No poll shall be demanded on the election of the Chairman of the Meeting, or on any question of adjournment.

91. In the case of equality of votes, whether on a show of hands or on a ballot, the Chairman of the Meeting shall be entitled to a second or casting vote.

92. 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 a poll has been demanded.

### **Amendments to resolutions**

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

- a. 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 seven days before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- b. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

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

- a. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- b. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

96. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.

### **Objection to Qualification to Vote**

97. 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. Any such objection must be referred to the chairman of the meeting whose decision is final.

98. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

### **Votes of Members**

99. Voting members are those whose membership voting rights are as detailed in the Bye Laws but, in general, every full and Honorary Member shall be entitled to vote on any proposal, either personally or by proxy, or by any technological means that the Management Committee may deem appropriate. If such technological means are to be used, the membership should be advised of the method and means at the time the AGM papers are issued

100. On a poll, votes may be given either personally, by proxy or, as an alternative to proxy voting, personally by technological means as determined in the AGM papers. On a show of hands, a Member present only by proxy shall not have a vote. An appointed proxy must be a Voting Member.

101. The instrument appointing a proxy shall be in writing signed by the appointer, the form of the proxy being as prescribed by the Management Committee.

102. No member can receive or act upon more than two proxy votes.

103. The form appointing the proxy must be deposited at the Registered Office of the Club not less than forty-eight hours before the time appointed for the holding of the General Meeting or adjourned Meeting, at which the person named in the proxy form, proposes to vote.

104. No instrument appointing a proxy shall be valid after the expiration of the Meeting for which the proxy was issued.

### **Attendance and Speaking at General Meetings**

105. Each Voting Member shall (subject to Article 115) be entitled to attend and speak at a

general meeting.

106. 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.

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

- a. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- b. 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.

108. The Management Committee may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

## **MEMBERSHIP**

### **Applications for membership**

109. The subscribers to the Memorandum of Association of the Company, the voting members of the unincorporated association known as Newbury & Crookham Golf Club as at the date of incorporation and such other persons as are admitted to full membership by the Management Committee in accordance with the Articles (and any applicable Rules) shall, for so long as they are Members, be the Voting Members of the Company.

110. No person or body shall become a Voting Member of the Company other than a person who has:

- a. completed an application for membership in such form as required by the Management Committee, and
- b. acknowledged in writing his or her obligations under Articles 5 & 6.
- c. and in respect of which the Management Committee has approved the application.

111. Each body corporate or unincorporated association which is admitted as a Voting Member may exercise such powers as are prescribed by Part 9 of the Act.

112. All members as at the date of incorporation of the unincorporated association known as the Newbury & Crookham Golf Club other than its Voting Members, and such persons as are admitted as Non-Voting Members in accordance with the Rules, shall be the Non-Voting Members.

### **Conditions of Membership**

113. All Members shall be subject to the Rules as detailed in the Bye Laws of the Club.

114. The Members shall pay such membership and other fees as shall be set by the Management Committee from time to time.

115. If any membership or other fees are more than a month overdue then any right for that Member to attend, speak and vote at a general meeting shall be suspended until such membership or other fees are paid in full.

### **Termination of Membership**

116. A Member may withdraw from Membership of the Company by giving notice in accordance with the Bye Laws. Membership shall not be transferable in any event and shall cease immediately on death, dissolution or any other circumstance prescribed in the Rules or on the failure of the Member to comply or to continue to comply with any condition of Membership set out in the Articles or the Bye Laws.

117. A Member may be expelled as a Member through the following process:

a. the Management Committee resolves by a simple majority of all of the Directors (not just a majority of those attending and voting but excluding any Directors conflicted from voting) that such expulsion is in the interests of the Company;

b. notice of such resolution shall be served on the affected Member. Such notice shall stipulate a date (which shall be not less than seven days after the deemed date of receipt of such notice) by which notice of appeal must be received by the Company failing which the affected Member shall be expelled on such date;

c. if a notice of appeal is received then a meeting of the Management Committee shall be convened (on not less than 14 days' notice to each Director and the affected Member) at which meeting the affected Member shall be entitled to present a statement in its defence (verbally and/or in writing);

d. at such meeting and following consideration of such statement (if any) the Management Committee shall vote (by a simple majority of those attending and voting) on whether to uphold its earlier decision to expel. Such decision shall be notified to the affected Member at such meeting (assuming he or she is represented at the meeting) or by notice in writing (if he or she is not represented at the meeting). Should the Management Committee uphold its decision then the affected Member shall (subject to Article 118) be expelled with immediate effect;

118. the affected Member may appeal in writing within seven days of his expulsion to the Club President, who shall form an appeals panel of five current voting members from past Presidents, Captains and Lady Captains. The affected Member shall be entitled to present a statement in his or her defence (verbally and/or in writing) to the panel;

119. At such a panel the expulsion shall be confirmed or overturned by a simple majority vote of those on the panel. Should the expulsion be overturned, then the affected Member shall be reinstated with immediate effect. Should the expulsion be confirmed then the affected Member shall pay the additional cost to the Company of such hearing on demand.

120. Any Member whose annual membership or other fee is more than one month in arrears shall be deemed to have resigned as a Member unless the Management Committee otherwise decides.

121. Any person ceasing to be a Member forfeits all rights in relation to and claims on the Company, its property and funds and has no right to the return of any part of his membership or other fees.

## **ADMINISTRATIVE ARRANGEMENTS**

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

122. Subject to the Articles, any notice or document to be sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the 2006 Act provides for documents or information which are authorised or required by any provision of the 2006 Act to be sent or supplied by or to the Company.

123. The applicable address shall be:

- a. in the case of a Voting Member at his or her address as it appears in the register of members or by giving notice using electronic communications to an address for the time being notified to the Company by the Voting Member; and
- b. in the case of a Non-Voting Member, the President, the Vice-President or the Immediate Past-President or anyone else, at his or her last known address.

124. Subject to the Articles, any notice or document to be sent or supplied to a member of the Management Committee in connection with the taking of decisions by the Management Committee 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.

125. 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 48 hours.

126. Any Voting Member described in the register of members by an address not within Great Britain, who shall from time to time give the Company an address within England at which notices may be served upon him, shall be entitled to have notices served upon him at such address, or an address to which notices may be sent using electronic communications, but, save as aforesaid and as provided by the Act, only those Voting Members who are described in the register of members by an address within England shall be entitled to receive notices from the Company.

127. Any notice, if served by first class (or equivalent) post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter. Any notice, if served by electronic communications, shall be deemed to have been given at the expiration of 48 hours after the time it was sent.

### **Right to Inspect accounts and Other Records**

128. Except as provided by law or authorised by the Management Committee or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

### **Indemnity**

129. Subject to Article 130 a relevant Director of the Company or an associated company shall be indemnified out of the Company's assets against:

- a. any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- b. any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act); and
- c. any other liability incurred by that Director as an officer of the Company or an associated company.

130. 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.

131. In this Article:

- a. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- b. a “**relevant Director**” means any Director or former Director of the Company or an associated company.

### **Insurance**

132. The Management Committee may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

133. In this Article:

- a. a “**relevant Director**” means any Director or former Director of the Company or an associated company;
- b. a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director'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

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

### **Dissolution**

135. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall be paid to or distributed among the Voting Members of the Company with at least five years continuous membership equally as full members.