

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

WALTON ROWING CLUB LIMITED

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

Walton Rowing Club Limited (the "Club" and the "Company")

(Adopted at Incorporation)

Part 1 – Interpretation, objects and limitation of liability

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006 as modified from time to time;

Adult Member: means a Member aged 18 or over who is not a 'Holiday Member' (as described in the Rule Book);

Appointor: has the meaning given in article 15(1);

Articles: means the Club's articles of association for the time being in force;

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

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

CASC: means a Community Amateur Sports Club as defined by the Corporation Tax Act 2010 and the Community Amateur Sports Club Regulations 2015 or any subsequent provisions;

Committee: Members of the Club entrusted by the directors and elected by the Members to undertake the general management of the affairs of the Club, as appointed pursuant to the Rule Book. The directors may also be members of the Committee;

Conflict: means a situation in which a director has, or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

director: means a director of the Club and includes any person occupying the position of director, by whatever name called;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in article 12.1;

Member: means a person whose name is entered in the Register of Members of the Club and **Membership** shall be construed accordingly;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI/2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

President: the President of the Club as elected from time to time pursuant to the Rule Book;

proxy notice: has the meaning given in Model Article 31;

Rule Book: means the rules of the Club made by the directors or the Committee (or any other persons empowered by the directors or Rule Book), together with any and all other byelaws and provisions concerning the operation of the Club;

Secretary: the Secretary of the Club as elected from time to time pursuant to the Rule Book;

special resolution: has the meaning given in section 283 of the Act; and

Treasurer: the Treasurer of the Club as elected from time to time pursuant to the Rule Book.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.5 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 **The Model Articles shall apply to the Club, except in so far as they are modified or excluded by these Articles.**
- 1.7 The following Model Articles shall not apply to the Club:
- (a) 1 (Defined terms);
 - (b) 2 (Liability of Members);
 - (c) 8 (Unanimous decisions);
 - (d) 9(1) (Calling a directors' meeting);
 - (e) 11(2) and (3) (Quorum for directors' meeting);
 - (f) 13 (Casting vote);
 - (g) 14 (1), (2), (3) and (4) (Conflicts of interest);
 - (h) 19 (Directors' remuneration);
 - (i) 21 (Applications for membership);
 - (j) 22 (Termination of membership);
 - (k) 30 (Poll votes); and
 - (l) 35 (Company seals).
- 1.8 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.9 Model Article 7 (Directors to take decisions collectively) shall be amended by:

- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".

2. Objects

2.1 The objects for which the Club is established are:

- (a) to acquire and take over all of the assets and liabilities of the present unincorporated body known as Walton Rowing Club; and
- (b) primarily, to provide facilities for and to promote participation in the amateur sport of rowing and sculling in Walton-on-Thames and the wider community.

3. Powers

In pursuance of the objects set out in Article 2, the Club has the power to do all such lawful things as are consistent with those objects, including the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Club;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Club's property and assets;
- (c) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (d) enter into contracts to provide services to or on behalf of other bodies;
- (e) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments; and

- (f) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 2.

4. Income

- 4.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects. All surplus income or profits are to be reinvested in the Club.
- 4.2 No surpluses or assets will be distributed to Members or third parties. Nothing in these Articles shall prevent any payment in good faith by the Club of:
 - (a) reasonable and proper remuneration to any Member, officer or servant of the Club for any services rendered to the Club;
 - (b) interest on money lent by any Member of the Club or directors at a reasonable and proper rate per annum not exceeding 3 per cent higher than the Bank of England base rate; or
 - (c) reasonable and proper rent for premises demised or let by any Member or director.

5. Winding up

If the Club is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Club, but shall be given or transferred, at the sole discretion of the directors, to:

- (a) The Rowing Foundation (charity number: 281688), or, at the discretion of the directors, such other charity with similar purposes;
- (b) some other club that is a registered CASC with purposes similar to those of the Club; and/or
- (c) the national governing body of the sport of rowing for use by that organisation for related community sports.

6. Guarantee and liability of members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Club's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of the winding up; and
- (c) adjustment of the rights of the contributories among themselves.

Part 2 – Directors

7. Unanimous decisions

- 7.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 7.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

8. Calling a directors' meeting

Any director may call a directors' meeting by giving not less than ten Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to all other directors.

9. Occurrence of directors' meetings

Directors may hold a directors' meeting more often, but shall be required to hold a directors' meeting, which is not part of a Committee meeting, at least once in any three month period.

10. Quorum for directors' meetings

- 10.1 The quorum for the transaction of business at a meeting of directors may be fixed from time to time by the directors but it must never be less than three Eligible Directors, and unless otherwise fixed it is three Eligible Directors.
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

10.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the Members to appoint further directors.

11. Casting vote

11.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the President or other director chairing the meeting has a casting vote.

11.2 Article 11.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the President is not an Eligible Director for the purposes of that meeting (or part of a meeting).

12. Directors' conflicts of interest

12.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

12.2 Any authorisation under this article 12 shall be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Club) information that is confidential to a third party, he shall not be obliged to disclose that information to the Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 12.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 12.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 12.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Club for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Club in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 12.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;

- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested; and
- (e) shall not, save as he may otherwise agree, be accountable to the Club for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

13. Appointment of directors

13.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than three and shall not be more than seven.

13.2 The directors shall be:

- (a) the President;
- (b) the Treasurer;
- (c) the Secretary; and
- (d) at least two, but no more than four, further directors (who may or may not otherwise be Committee members) elected by the Adult Members in accordance with the Rule Book;

save that, in respect of the President, the Treasurer and the Secretary, they may each choose not to become directors (but shall, nonetheless, remain members of the Committee) provided that the Club shall have at least three directors in office.

13.3 At the adoption of these articles, the directors will be: Hilary Jane Poole (as President); Peter Martin Richard Thiemann (as Secretary); Michael Lionel Everington and James Michael Graham Hendry.

- 13.4 Subject to articles 13.5 and 13.6, the directors (which, for the purpose of this article 13.4 shall include any of the President, Treasurer or the Secretary who chooses not to become a director pursuant to clause 13.2) shall be elected at least once per year and if a director is not re-elected, they shall retire. If the director is re-elected, then they will not be required to resign and be re-appointed and shall continue as directors throughout.
- 13.5 The President may not hold their office for more than three consecutive terms and at the end of their third term as President, they must stand down as a director and member of the Committee.
- 13.6 In each year, the directors will agree the identity of at least one director (which, for the purpose of this article 13.6 shall include any of the President, Treasurer or the Secretary who chooses not to become a director pursuant to article 13.2) who will stand down and not offer himself or herself for re-election. In the absence of agreement, and pursuant to article 11.1, the President shall have a casting vote when nominating which director shall not stand for re-election.
- 13.7 All acts carried out in good faith by a director shall, notwithstanding it may later be discovered that there was some defect in that director's appointment or continuance in office, be as valid as if every such person had been duly appointed or had rightfully continued in office.

14. Removal of directors

- 14.1 A director's term of office automatically terminates if he or she:
- (a) ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - (b) is absent without notice from two consecutive meetings of the directors and is asked by a majority of the other directors to resign;
 - (c) is requested to resign by all the other directors acting together;
 - (d) is incapable, whether mentally or physically, of managing his/her own affairs;
 - (e) resigns by written notice to the directors; or
 - (f) is removed by an ordinary resolution of the Members.

15. Appointment and removal of alternate directors

- 15.1 Any director (other than an alternate director or the President, Treasurer or Secretary when such persons have not declined to be directors) (**Appointor**) may appoint as an

alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor.

15.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Club signed by the Appointor, or in any other manner approved by the directors, and may not exceed a period greater than three months.

15.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

16. Rights and responsibilities of alternate directors

16.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointor.

16.2 Except as the Articles specify otherwise, alternate directors are:

- (a) deemed for all purposes to be directors;
- (b) liable for their own acts and omissions;
- (c) subject to the same restrictions as their Appointors; and
- (d) not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

16.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
 - (c) shall not be counted as more than one director for the purposes of Article 16.3 (a).
- 16.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision).
- 16.5 An alternate director may be paid expenses and may be indemnified by the Club to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Club for serving as an alternate director.

17. Termination of alternate directorship

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Club in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- (c) on the death of the alternate's Appointor;
- (d) when the alternate director's Appointor ceases to be a director for whatever reason; or
- (e) three months after the alternate director's appointment by the Appointor (after which point the Appointor may not appoint another alternate until after that Appointor is re-elected by the Members).

18. Delegation by Directors

- 18.1 The directors may delegate, on such terms of reference as they think fit, any of their powers or functions to any person or committee, including the Committee.
- 18.2 The terms of reference of a committee may include conditions imposed by the directors, including that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom the directors delegate; and
 - (b) no expenditure or liability may be incurred on behalf of the Club except where approved by the directors or in accordance with a budget previously agreed by the directors.
- 18.3 Persons who are not directors may be appointed as members of a committee, subject to the approval of the (a) directors or (b) the Members by ordinary resolution.
- 18.4 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 18.5 The directors may revoke or alter a delegation.
- 18.6 All material acts and proceedings of any committee shall be fully and promptly reported to the directors.

19. Changes to the articles

No amendments may be made to these Articles that may jeopardise the Club's status as a CASC without a special resolution of the Club Members.

20. Change of Club name

The name of the Club may be changed by:

- (a) a decision of the directors; or
 - (b) a special resolution of the Members,
- or otherwise in accordance with the Act.

PART 3 – Members

21. Membership

- 21.1 The Club shall admit to Membership an individual who:
 - (a) applies to the Club using the application process approved by the directors; and
 - (b) is approved by the directors.

- 21.2 Membership of the Club shall be open to anyone interested in rowing or sculling on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 21.3 The directors may refuse Membership only for good cause such as conduct or character likely to bring the Club, rowing or sculling into disrepute. Appeal against refusal may be made to the Committee.
- 21.4 The directors may establish different classes of Members and set out the different rights and obligations for each class. Such variation to classes of Membership will be on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.
- 21.5 Membership is not transferable.
- 21.6 A Member may withdraw from Membership of the Club by giving 7 days' notice to the Club in writing and any person ceasing to be a Member shall be removed from the Register of Members:
- (a) in the case of a Member who pays their subscription monies on an annual basis, at the end of the subscription year; or
 - (b) in the case of a Member who pays their subscription monies on a monthly basis, at the end of the last month for which they have paid.
- 21.7 A person's Membership terminates on death.

22. Expulsion of member

- 22.1 The directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and directors into disrepute; or
 - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
 - (c) has failed to observe the terms of these Articles and the Rule Book, including through non-payment of any subscription fees, race fees, or other costs owed by that Member to the Club.

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

22.2 The notice referred to in article 22.1 must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The Member may then appeal to the Committee who must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Committee to terminate the Membership of a Member.

22.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him.

23. General meetings

23.1 The Club must hold a general meeting as an AGM in each year in addition to any other general meetings in that year, and must specify the meeting as the AGM in the notices calling it. The first AGM must be held within 18 months after the Club's incorporation. The AGM will be held together with the meeting of the Members to elect the Committee pursuant to the Rule Book.

23.2 At the AGM Members (who are entitled to vote in accordance with the Articles and the Rule Book) must:

- (a) receive the accounts of the Club for the previous financial year;
- (b) receive a written report on the Club's activities; and
- (c) elect directors to fill the vacancies arising.

23.3 Adult Members may also, from time to time:

- (a) discuss and determine any business put before them by the directors or set out in a valid request by the Adult Members to call a general meeting pursuant to Article 23.4; and
- (b) consider and determine whether to approve any variation to the Rule Book put before them by the directors, which are consistent with these Articles and the Act, to govern:
 - (i) classes and conditions of Membership;
 - (ii) the entrance fees, subscriptions and other fees or payments to be made by Members and guests;
 - (iii) the procedures for dealing with disciplinary action against Members; and
 - (iv) the procedures for general meetings and meetings of the directors and committees of the directors in so far as such procedure is not regulated by the Articles.

23.4 A general meeting may be called by the directors at any time and must be called within 21 days of a written request from at least 10% of the Adult Members.

- 23.5 General meetings are called on at least 14 and not more than 56 clear days' written notice indicating the business to be discussed and (if any resolutions are to be proposed) setting out the terms of the proposed resolutions.
- 23.6 There is a quorum at a general meeting if the number of Adult Members present in person or by proxy is at least 25.
- 23.7 Except where otherwise provided by these Articles or the Companies Acts, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose, the written resolution may be set out in more than one document.
- 23.8 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution of the Members.

24. Votes of members

- 24.1 Subject to the Act, at any general meeting every Adult Member who is present in person (or by proxy) shall on a show of hands have one vote (provided that, in relation to a vote on director or Committee appointments that are contested, the vote (which shall remain one vote per member) shall be by secret ballot).
- 24.2 For the avoidance of doubt, Members under the age of 18 may not vote in relation to amendments to the Articles or the corporate structure of the Club, but may take part in elections of the Committee (other than relating to the directors referred to in article 13.2 d)) and on such other operational matters of the Club as the Committee deems fit (in which case they shall vote in the same manner as the Adult Members).

25. Poll votes

A poll may not be demanded at any general meeting.

26. Proxies

- 26.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 26.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

PART 4 – Administrative arrangements

27. Means of communication to be used

27.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid first class post to an address in the United Kingdom, 48 hours after it was posted;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if, for the purpose of calling a general meeting (or an AGM), notices are placed at the clubhouse of the Club at all entrance points and in the bar;
- (d) if properly addressed and sent or supplied by electronic means, 24 hours after the document or information was sent or supplied; and
- (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

27.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

28. Rule Book

The directors or the Committee (or any delegates of either), may establish rules and bye-laws governing matters relating to Club administration that are required from time to time for the effective operation of the Club (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and the Rule Book (and any rules contained therein) the terms of these Articles shall prevail (unless and until such time as the Articles are amended).