

ARTICLES OF ASSOCIATION  
OF  
QUEEN MARY RESERVOIR SAILING CLUB LIMITED

Published by Queen Mary Reservoir Sailing Club Limited  
The Clubhouse  
Ashford Road  
Ashford  
Middlesex  
TW15 1UA

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**THE COMPANIES ACTS 1985 TO 2006**

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COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION OF

**QUEEN MARY RESERVOIR SAILING CLUB LIMITED**

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## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### **Defined terms**

1.1 In the articles, unless the context requires otherwise:

“articles”	means the company’s articles of association;
“bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“chairman”	means the Commodore;
“chairman of the meeting”	has the meaning given in article 43;
“Club”	means the company named above;

“Companies Acts”	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
“Council”	means the Council of the Club comprising the directors for the time being appointed pursuant to Articles 18 to 27;
“director”	means a director of the company, and includes any person occupying the position of director, by whatever name called;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“electronic form”	has the meaning given in section 1168 of the Companies Act 2006;
“member”	has the meaning given in section 112 of the Companies Act 2006;
“full member”	means those members of the Club who having become members pursuant to article 33(b) are entitled to receive notice of, attend and vote at general meetings and who are members of the Club for the purposes of the Companies Acts;
“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006;
“participate”	in relation to a directors’ meeting, has the meaning given in article 11;
“proxy notice”	has the meaning given in article 49;
“Secretary” or “Club Secretary”	shall be the person designated as such in his or her contract of employment;
“Senior Executives”	shall be the Secretary and one other person designated as such in his or her contract of employment;
“special resolution”	has the meaning given in section 283 of the Companies Act 2006;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006; and

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

1.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

1.3 Any words importing the singular number only will include the plural number and vice versa.

1.4 Words importing the masculine gender only will include the feminine gender; and words importing persons will include corporations.

1.5 Unless the context otherwise requires, other words and expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the company.

1.6 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) are excluded in whole and shall not apply to the Club.

### **Liability of members and other matters**

2 The liability of each member is limited to £5, being the amount that each member undertakes to contribute to the assets of the company 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 company’s debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## **PART 2**

### **OBJECTS**

3.1 The objects of the Club are:

- (a) To provide facilities for and to promote participation in the amateur sport of sailing and windsurfing in Ashford Middlesex;
- (b) To provide to the members services advice and assistance in connection with the sport of sailing and windsurfing;
- (c) To provide sailing and windsurfing related education and training and other services to the members and the public;
- (d) To do all other things that are incidental or conducive to the attainment of the above objects.

3.2 The Club is a non-profit making venture and all surplus income and profits are to be retained and reinvested in the Club. No surpluses or assets will be distributed whether to members or others.

## PART 3

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

##### **Directors' general authority**

4.1 Subject to the articles, the Council is responsible for the management of the Club's business, for which purpose it may exercise all the powers of the company.

4.2 The members of the Council shall all be directors of the company and only a person who is a member of the Council can be a director.

##### **Members' reserve power**

5.1 The members may, by special resolution, direct the Council to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the Council has done before the passing of the resolution.

##### **Directors may delegate**

6.1 Subject to the articles, the Council may delegate any of the powers which are conferred on it under the articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as it thinks fit.

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

6.3 The Council may revoke any delegation in whole or part, or alter its terms and conditions.

##### **Committees**

7.1 Committees to which the Council 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 Council.

7.2 The Council 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.

## DECISION-MAKING BY COUNCIL

### **Directors to take decisions collectively**

8 The general rule about decision-making by directors is that any decision of the Council must be either a majority decision at a meeting or a decision taken in accordance with article 9.

### **Unanimous decisions**

9.1 A decision of the Council 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.

9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Council meeting.

9.4 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.

### **Calling a Council meeting**

10.1 Any director may call a meeting of the Council by giving notice of the meeting to the Council or by authorising the Secretary to give such notice.

10.2 Notice of any Council meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a Council meeting must be given to each director, but need not be in writing.

10.4 Notice of a Council meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Club not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **Participation in Council meetings**

11.1 Subject to the articles, directors participate in a Council meeting, or part of a Council meeting, 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.

11.2 In determining whether directors are participating in a Council meeting, it is irrelevant where any director is or how they communicate with each other.

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

### **Quorum for Council meetings**

12.1 At a Council meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for Council meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is six.

12.3 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:

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

### **Chairing of Council meetings**

13 The Commodore or in his absence the Vice-Commodore shall chair the meetings of the Council

### **Casting vote**

14.1 If the numbers of votes for and against a proposal are equal, the Commodore has a casting vote.

14.2 But this does not apply if, in accordance with the articles, the Commodore is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **Conflicts of interest**

15.1 If a proposed decision of the Council is concerned with an actual or proposed transaction or arrangement with the Club 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.

15.2 But if paragraph 15.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the Club is to be counted as participating in the decision-making process for quorum and voting purposes.

15.3 This paragraph applies when:

- (a) the Club by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the director's conflict of interest arises from a permitted cause.

15.4 For the purposes of this article, the following are permitted causes:

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Club or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for securities of the Club or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities.

15.5 For the purposes of this article, references to proposed decisions and decision-making processes include any Council meeting or part of a Council meeting.

15.6 Subject to paragraph 15.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Commodore whose ruling in relation to any director other than the Commodore is to be final and conclusive.

15.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Commodore, the question is to be decided by a decision of the directors at that meeting, for which purpose the Commodore is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

### **Records of decisions to be kept**

16 The Council must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Council.

### **Council's discretion to make further rules**

17 Subject to the articles, the Council may make any rule which it thinks fit about how it takes decisions, and about how such rules are to be recorded or communicated to directors.

## APPOINTMENT OF DIRECTORS

### **Methods of appointing directors**

18 The Club shall appoint the following Officers of the Club by election at the General Meeting of the Club, a Commodore, a Vice Commodore, two Rear Commodores and a Treasurer.

19 The Officers shall hold office until the conclusion of the next Annual General Meeting. The retiring Officers shall be eligible for re-election except that the Commodore, Vice Commodore and Rear Commodores shall not hold the same office for more than three consecutive years and thereafter shall not be eligible for re-election to that office for a period of one year. The retiring Treasurer shall be eligible for re-election except that he shall not hold the office of Treasurer for more than seven consecutive years and thereafter shall not be eligible for re-election to that office for a period of one year.

20 A candidate for election as an Officer of the Club shall be eligible for election if he is a full member whose nomination, duly proposed and seconded in writing by full members and accompanied by a signed statement of his willingness to stand for election shall have been received by the Secretary fourteen days before the date of the General Meeting.

21 The Council shall appoint a full member to fill any vacancy caused by the death of, or the termination of membership of the Club or resignation of his appointment by an Officer, such an appointee to hold office until the conclusion of the next General Meeting.

22 The members of the Council shall be:

- (a) the Officers ex officio
- (b) not more than 10 full members elected by the Club in General Meeting
- (c) not more than 2 full members appointed by the Council in accordance with Article 23
- (d) the Senior Executives ex officio.

23 The Council may appoint a full member as a Council member to hold office until the conclusion of the next General Meeting if that member has not unsuccessfully sought election to Council at the immediately preceding General Meeting and Council considers he will make a substantial contribution to the Council's proceedings.

24 Articles 25, 26 and 27 shall not apply to the Officers and Senior Executives for the time being. For the purpose of the calculations required by Article 25 the membership of the Council shall be determined as if the Officers and Senior Executives were not members of the Council. For the avoidance of doubt the effect of this provision is that Articles 25, 26 and 27 apply only to those members of the Council listed in Articles 22(b) and 22(c).

25 At the General Meeting in every year one third of the Council members for the time being, or if their number is not a multiple of three, then the nearest number below one third shall retire from office. Should the number of Council members

indicating a wish not to continue in office be less than the number required to retire from office, then the Council members to retire shall be those who have been longest in office since their election but as between Council members who were elected on the same day those to retire shall be determined by lot. (If they do not agree among themselves).

26 Retiring Council members shall be eligible for re-election except that Council members shall not hold office for more than five consecutive years and shall not thereafter be eligible for re-election for a period of one year.

27 A candidate for election as a Council member shall be eligible for election if he is a full member whose nomination, duly proposed and seconded in writing by full members and accompanied by a signed statement of his willingness to stand for election shall have been received by the Secretary fourteen days before the date of the General Meeting.

### **Termination of director's appointment**

28 A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 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) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;

29 A person ceases to be a director as soon as he ceases to be a full member.

### **Directors' remuneration**

30 Save for the Senior Executives who are remunerated for acting as such, Directors are not entitled to any remuneration.

### **Directors' expenses**

31 The company may with the approval of the Council pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## PART 4

### MEMBERS

#### BECOMING AND CEASING TO BE A MEMBER

##### **Applications for membership**

32.1 Where any person desires to be admitted to membership of the Club, that is to say, become a full member of the company or to become a limited member entitled only to enjoy the rights and privileges specified in Article 33(a) only, he must sign and deliver to the Club at its registered office an application for admission. The said application shall be prominently displayed in the Club premises for at least two weekends before the consideration by the Council of the application. Persons who are candidates for membership shall have no rights whatsoever to the use of the Club or its premises until such membership has been approved in accordance with the Articles and provided always that:

- (a) That person has completed an application for membership in a form approved by the Council, and
- (b) The Council shall approve the application at its next meeting following the completion of the display of the application as set out in this Article, and
- (c) The Council shall only refuse membership if it is satisfied that there is good cause for such refusal, such as conduct or character likely to bring the Club or sport into disrepute. Anyone who is refused membership shall have the right to appeal to the Council for reconsideration by giving a notice in writing to the Secretary setting out the grounds for such appeal whereafter the Council will reconsider the application.

32.2 Membership of the Club shall be open to anyone interested in the sport regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.

32.3 The Club will keep subscriptions for membership at levels that in its reasonable view do not pose a significant obstacle to people becoming or remaining members and participating in the sport of sailing and windsurfing.

33 There shall be more than one class of persons entitled to use the premises and facilities of the Club:

- (a) Those persons who have paid a subscription for the right to be present on the Club's premises and use the Club's facilities on a basis or bases specified from time to time by regulations made by the Council (including the amount or amounts to be paid) but who shall have no other rights hereunder and who for the avoidance of doubt do not become members of the company under these articles; and
- (b) Those persons who apply to or who have become members of the company under these articles who shall be in the class of full members although the amount or amounts to be paid by that person to become and remain a full member and to use the premises and facilities of the Club shall be specified from time to time by regulations made by the Council but to the intent that they shall all be members of the company hereunder;

(c) Honorary members of the Club who shall be those designated as such by the Council and approved as such by the members at a general meeting and who shall have the same rights and privileges as persons using the premises and facilities of the Club pursuant to Article 33(a) for a period or periods approved by the members at a general meeting but Honorary members shall not be members of the Company pursuant to Article 33(b).

### **Cessation of membership**

34.1 A member wishing to retire from the Club shall notify the Secretary in writing of his intention to resign before 21<sup>st</sup> March in any year and upon receipt by the Secretary of such notice the rights of such person as a member of the Club shall cease.

34.2 A member who shall not have paid his subscription and boat fees by 1<sup>st</sup> June in the year in which it falls due shall upon that date automatically cease to be a member;

34.3 If any member shall refuse or neglect to comply with the provisions of the Articles or with the bye-laws of the Club or shall be guilty of any misconduct or omission which, in the opinion of the Council, is likely to be injurious to the Club, such member shall be liable to expulsion by resolution of the Council, provided that at least one week before the Meeting at which such resolution is passed a notice shall have been dispatched to him at the address shown in the register of members, stating the nature of the resolution and the time and place at which it will be considered and intimating that he may attend and, before such a resolution is passed, give orally or in writing such explanation as he may think fit. The Council may, if it thinks fit and so specifies in the notice, debar a member liable to expulsion from using Club premises pending consideration of such resolution. The Council shall vote on such a resolution by ballot which shall not be carried unless two thirds of the members of the Council attending the meeting vote in favour of such resolution;

34.4 A member of the Club shall also cease to be a member:

(a) On his resignation or death or

(b) On his bankruptcy, unless within one month of the declaration of bankruptcy the Club receives from the Trustee in Bankruptcy, in writing, consent to the continuation of membership including the payment of such amounts as may from time to time become due to the Club by way of fees, subscriptions or contributions under membership guarantees or

(c) Upon a report to the Council by the Secretary that he has received a notice from the Clerk to the Thames Water Authority or its successors in title requesting the Club to expel a member named in the notice and that he has despatched a copy of the notice to the member at his address shown in the register of members.

34.5 When a member of the Club ceases to be a member, he, his personal representatives, or his Trustee in Bankruptcy, as the case may be, shall remove any boat, trailer, trolley and other equipment owned by him from Club premises immediately. There shall be payable to the Club in respect of any boat which is not so removed a sum equivalent to the boat fee and, where applicable, the Keel boat mooring fee which would have been payable if the member had not ceased to be a

member. Further the Club at all times shall have a lien over the boat, trailer, trolley, or other equipment in respect of all monies due to the Club in respect of arrears of fees or subscriptions or otherwise.

34.6 If after a period of six months from the date on which the member ceased to be a member, any such boat, trailer, trolley and other equipment has not been removed from Club premises, the Secretary may give notice in writing by sending it through the post by prepaid letter addressed to him at the last address which appeared in the register of members. Such notice shall require the person responsible to remove the boat, trailer, trolley or other equipment within 28 days. Failure to comply with such notice shall cause title to the boat, trailer, trolley or other equipment as the case may be to pass to the Club absolutely and shall entitle the Club to dispose thereof in any way which the Club in its absolute discretion thinks fit. The Council from time to time shall make regulations governing the disposal of any such boat, trailer, trolley or other equipment.

34.7 No person who has been expelled from membership shall be re-elected or admitted to the Club as a guest without the sanction of the members of the Club in General Meeting.

#### ORGANISATION OF GENERAL MEETINGS

35 The Club shall hold a General meeting in every calendar year at such time and place as may be determined by the Council.

36 The Council may, whenever it thinks fit, convene additional General Meetings and upon the requisition in writing of not less than thirty full members for the time being of the Club it shall call a General Meeting to consider such matters as shall be stated in the requisition and the provisions of Sections 303 and 304 of the Companies Act 2006 shall apply.

37 14 days' notice in writing at the least of every General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents entitled to receive such notice from the Club.

38 The accidental omission to give notice of a meeting or to send any voting or ballot paper or other document to or the non receipt of such notice, voting or ballot paper or other document by any person entitled to receive such notice or document shall not invalidate any resolution passed or proceeding had at any meeting.

### **Attendance and speaking at general meetings**

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 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.

39.3 The Council may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

### **Meetings without a quorum**

40 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

### **Chairing general meetings**

41 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided twenty five members personally present and entitled to vote shall be a quorum.

42 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Council may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present and entitled to vote shall be a quorum.

43 The Commodore shall preside as Chairman at every meeting and if at any meeting he shall not be present within 15 minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present and entitled to vote shall choose some member of the Council, or if no such member be present or if all the members of the Council present decline to take the chair, they shall choose some member of the Club who shall be present and entitled to vote to preside.

44 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the 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. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

#### **Attendance and speaking by non-members**

45 The Commodore may permit other persons who are not members of the Club to attend and speak at a general meeting.

### VOTING AT GENERAL MEETINGS

#### **Voting: general**

46 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

#### **Errors and disputes**

47.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

47.2 Any such objection must be referred to the Commodore whose decision is final.

#### **Poll votes**

48.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

48.3 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

48.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal.

48.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **Content of proxy notices**

49.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

49.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

49.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

49.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **Delivery of proxy notices**

50.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

50.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

50.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

50.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

## **Amendments to resolutions**

51.1 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 48 hours 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.

51.2 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.

51.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS

#### **Means of communication to be used**

52.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

52.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

52.3 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.

#### **Company seals**

53.1 Any common seal may only be used by the authority of the directors.

53.2 The directors may decide by what means and in what form any common seal is to be used.

53.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

53.4 For the purposes of this article, an authorised person is  
(a) any director of the company;

(b) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **No right to inspect accounts and other records**

54 Except as provided by law or authorised by the directors 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.

### **Provision for employees on cessation of business**

55 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **Indemnity**

56.1 Subject to paragraph 56.2, a relevant director of the company or an associated company may 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 Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

56.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

56.3 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**

57.1 The directors 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.

57.2 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
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

58 Upon the winding-up and dissolution of the Club the assets shall not be divided among the members but shall be given or transferred to another registered Community Amateur Sports Club, a registered charity or to the sport’s governing body (if it is itself qualifying for that purpose under the legislation governing Community Amateur Sports Clubs at that time) for use by them in related community sports.