The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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# Articles of Association

# of

# Preston Nomads Cricket Club

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**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

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**Articles of Association of Preston Nomads Cricket Club**

## INTERPRETATION

### 1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

## OBJECTS AND POWERS

### 2. Objects

The objects of the Club are to:

2.1 provide community participation in healthy recreation by providing facilities for playing cricket ("facilities" means land, buildings and equipment);

2.2 promote the amateur sport of cricket by providing coaching and development opportunities within the sport for all within the community;

2.3 advance the physical education of children and young people including by providing cricket coaching.

### 3. Powers

To further its objects the Club may:

3.1 provide cricketing facilities, lessons and coaching;

3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.5 provide or procure the provision of counselling and guidance;

3.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake in pursuit of the Club's objects.;

3.7 enter into contracts to provide services to or on behalf of other bodies;

3.8 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

3.9 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Club must comply as appropriate with the Charities Act 1993);

3.10 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Club must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land);

3.11 set aside funds for special purposes or as reserves against future expenditure;

3.12 invest the Club's money not immediately required for its objects in or upon any investments, securities, or property;

3.13 arrange for investments or other property of the Club to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;

3.14 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

3.15 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;

3.16 accept (or disclaim) gifts of money and any other property;

3.17 subject to Clause 3.18, raise funds by way of subscription, donation or otherwise;

3.18 trade in the course of carrying out the objects of the Club and carry on any other trade which is not expected to give rise to taxable profits;

3.19 incorporate and acquire subsidiary companies to carry on any trade;

3.20 subject to Article 5 (limitation on private benefits):

3.20.1 engage and pay employees, consultants and professional or other advisers; and

3.20.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

3.21 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

3.22 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Club's objects);

3.23 undertake and execute charitable trusts;

3.24 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

3.25 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

3.26 pay out of the funds of the Club the costs of forming and registering the Club;

3.27 insure the property of the Club against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Club;

3.28 provide indemnity insurance for the Trustees or any other officer of the Club in accordance with, and subject to the conditions in, Section 73F of the Charities Act 1993 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 73F(1) shall be treated as references to officers of the Club); and

3.29 do all such other lawful things as may further the Club's objects.

## IDENTITY AND LINKS

### 4. Identity and Links

4.1 The playing of cricket at the Club may include boys, girls, men and women.

4.2 The Club shall be affiliated to Sussex Cricket Limited as the governing body of cricket in the County of Sussex.

4.3 The Club shall play the game of cricket in accordance with the Laws of Cricket, including the Spirit of Cricket, laid down by the Marylebone Cricket Club.

## LIMITATION ON PRIVATE BENEFITS

### 5. Limitation on private benefits

5.1 The income and property of the Club shall be applied solely towards the promotion of its objects.

***Permitted benefits to members***

5.2 No part of the income and property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club. This shall not prevent any payment in good faith by the Club of:

5.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Club;

5.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Club (including services performed by the member under a contract of employment with the Club), provided that if such member is a Trustee Articles 5.3, 5.4 and 5.5 shall apply;

5.2.3 interest at a reasonable and proper rate on money lent by any member to the Club;

5.2.4 any reasonable and proper rent for premises let by any member to the Club; and

5.2.5 any payments to a member who is also a Trustee which are permitted under Articles 5.3, or 5.4 or 5.5.

***Permitted benefits to Trustees and Connected Persons***

5.3 No Trustee may:

5.3.1 sell goods, services or any interest in land to the Club;

5.3.2 be employed by, or receive any remuneration from, the Club; or

5.3.3 receive any other financial benefit from the Club;

unless the payment is permitted by Article 5.4 or 5.5 or authorised in Writing by the Charity Commission.

5.4 A Trustee may receive the following benefits from the Club:

5.4.1 a Trustee or person Connected to a Trustee may receive a benefit from the Club in his, her or its capacity as a beneficiary of the Club;

5.4.2 a Trustee may be reimbursed by the Club for, or may pay out of the Club's property, reasonable expenses properly incurred by him or her when acting on behalf of the Club;

5.4.3 a Trustee or person Connected to a Trustee may be paid reasonable and proper remuneration by the Club for any goods or services supplied to the Club on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Club) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes

this provision shall be treated as applying to a Trustee if it applies to a person who is a person Connected to a Trustee in relation to that Trustee);

5.4.4 a Trustee or person Connected to a Trustee may receive interest at a reasonable and proper rate on money lent to the Club;

5.4.5 a Trustee or person Connected to a Trustee may receive reasonable and proper rent for premises let to the Club;

5.4.6 the Club may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.28; and

5.4.7 a Trustee or other officer of the Club may receive payment under an indemnity from the Club in accordance with the indemnity provisions set out at Article 7;

provided that where benefits are conferred under Article 5.4, Article 22 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

***Subsidiary Companies***

5.5 Article 5.4 (read so that references to "the Club" are replaced by references to "any Subsidiary Company") shall permit a Trustee to receive benefits from a Subsidiary Company provided that:

5.5.1 Article 5.4.1 shall be treated as though it read "a Trustee or person Connected to a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Club or of any Subsidiary Company"; and

5.5.2 the words in Article 5.4.3 "on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Club)" shall be treated as though they read ", with the approval of the Trustees, (excluding the service of acting as Trustee but including other services performed by a Trustee or person Connected to a Trustee under a contract of employment with any Subsidiary Company)".

## LIMITATION OF LIABILITY AND INDEMNITY

### 6. 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, she or it is a member or within one year after he, she or it ceases to be a member, for:

6.1 payment of the Club's debts and liabilities contracted before he, she or it ceases to be a member;

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

6.3 adjustment of the rights of the contributories among themselves.

**7. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Club shall be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Club may be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## TRUSTEES

### *TRUSTEES' POWERS AND RESPONSIBILITIES*

**8. Trustees' general authority**

8.1 Subject to the Articles, the Trustees are responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club.

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

8.3 No such special resolution invalidates anything, which the Trustees have done before the passing of the resolution.

**9. Chairman and other officers**

9.1 The members by ordinary resolution in a general meeting may appoint the Chairman, Vice Chairman, Treasurer, Secretary and such other officers as may be detailed in the Regulations. The procedure for the nomination, appointment and terms of office for such officers shall be further detailed in the Regulations. .

9.2 In the event that any officer ceases to hold office or there is a casual vacancy for any reason, the Trustees may appoint a replacement to hold office until such appointment shall have been confirmed or negated at the next annual general meeting.

**10. Trustees may delegate**

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Club to any person or committee.

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

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

10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Club for such purposes and on such conditions as they determine.

**11. Committees**

11.1 In the case of delegation to committees:

11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Club except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## 12. Delegation of day to day management powers

In the case of delegation of the day to day management of the Club to a chief executive or other manager or managers:

12.1 the delegated power shall be to manage the Club by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

12.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

12.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Club and provide them regularly with management accounts which are sufficient to explain the financial position of the Club.

## 13. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;

13.2 timely reports of all transactions are provided to the Trustees;

13.3 the performance of the investments is reviewed regularly with the Trustees;

13.4 the Trustees are entitled to cancel the delegation arrangement at any time;

13.5 the investment policy and the delegation arrangements are reviewed regularly;

13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

## 14. Regulations

14.1 The Trustees may from time to time make, repeal or alter such regulations as they think fit as to the management of the Club and its affairs. The regulations shall be binding on all members of the Club. No regulation shall be inconsistent with the Companies Acts, the Articles or any rule of law.

14.2 The regulations may regulate the following matters but are not restricted to them:

14.2.1 the duties of any officers or employees of the Club;

14.2.2 the admission of members of the Club and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;

14.2.3 the conduct of members of the Club in relation to one another, and to the Club's employees and volunteers;

14.2.4 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);

14.2.5 the procedure at general meetings;

14.2.6 any of the matters or things within the powers or under the control of the Trustees; and

14.2.7 generally, all such matters as are commonly the subject matter of company rules.

## *DECISION-MAKING BY TRUSTEES*

### 15. Trustees to take decisions collectively

Any decision of the Trustees must be either:

15.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting; or

15.2 a unanimous decision taken in accordance with Article 21.

### 16. Calling a Trustees' meeting

16.1 Two Trustees may (and the Company Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.

16.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:

16.2.1 all the Trustees agree; or

16.2.2 urgent circumstances require shorter notice.

16.3 Notice of Trustees' meetings must be given to each Trustee.

16.4 Every notice calling a Trustees' meeting must specify:

16.4.1 the place, day and time of the meeting;

16.4.2 the general nature of the business to be considered at such meeting; and

16.4.3 if it is anticipated that Trustees 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.

16.5 Notice of Trustees' meetings need not be in Writing.

16.6 Article 52 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

## 17. Participation in Trustees' meetings

17.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

17.1.1 the meeting has been called and takes place in accordance with the Articles; and

17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

17.3 If all the Trustees 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.

## 18. Quorum for Trustees' meetings

18.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

18.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than four and unless otherwise fixed it is four or one-third of the total number of Trustees, whichever is the greater.

18.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:

18.3.1 to appoint further Trustees; or

18.3.2 to call a general meeting so as to enable the members to appoint further Trustees.

## 19. Chairing of Trustees' meetings

The Chairman, or in his or her absence, another Trustee nominated by the Trustees present, shall preside as chair of each Trustees' meeting.

## 20. Casting vote

20.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

20.2 Article 20.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## 21. Unanimous decisions without a meeting

21.1 A decision is taken in accordance with this Article 21 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a Conflict of Interest which, under Article 22, results in them not being entitled to vote.

21.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

21.3 A decision which is made in accordance with this Article 21 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

21.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

21.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 21.3;

21.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

21.3.4 the Recipient must prepare a minute of the decision in accordance with Article 56 (minutes).

## 22. Trustee interests and management of conflicts of interest

***Declaration of interests***

22.1 Unless Article 22.2 applies, a Trustee must declare the nature and extent of:

22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Club; and

22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Club or his or her duties to the Club.

22.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

***Participation in decision-making***

22.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Club, he or she is

entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

22.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Club, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

22.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received in his, her or its capacity as a beneficiary of the Club (as permitted under Article 5.4.1) and which is available generally to the beneficiaries of the Club;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.28;

(c) payment under the indemnity set out at Article 7; and

(d) reimbursement of expenses in accordance with Article 5.4.2; or

22.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 22.5.

22.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:

22.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

22.5.2 not be counted in the quorum for that part of the process; and

22.5.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Club***

22.6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

22.6.1 the Trustee shall not be in breach of his or her duties to the Club by withholding confidential information from the Club if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

22.6.2 the Trustee shall not be accountable to the Club for any benefit expressly permitted under these Articles which he or she or any person Connected

with him or her derives from any matter or from any office, employment or position.

**23. Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept.

**24. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

***APPOINTMENT AND RETIREMENT OF TRUSTEES***

**25. Number of Trustees**

There shall be at least seven Trustees and the Regulations may detail further the size and composition of the Trustee board

**26. Appointment and retirement of Trustees**

26.1 Those persons notified to the Registrar of Companies as the first directors of the Club shall be the first Trustees.

***Appointment of Trustees***

26.2 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee:

26.2.1 by ordinary resolution of the members in a general meeting; or

26.2.2 subject to the provisions of Articles 26.2.1 and 26.3, by a decision of the Trustees.

***Automatic retirement***

26.3 At every annual general meeting all Trustees must retire from office but may (subject to the provisions of this Article 26) offer themselves for reappointment by the members.

***Deemed reappointment***

26.4 If the Club at the meeting at which a Trustee retires by virtue of Article 26.3 does not fill the vacancy, the retiring Trustee will, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost.

***Minimum age***

26.5 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

***Conditions of appointment***

26.6 No person other than a Trustee retiring by virtue of Article 26.3 shall be appointed or reappointed a Trustee at any general meeting unless:

26.6.1 he or she is recommended by the Trustees; or

26.6.2 at least 35 Clear Days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Club of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Club's register of Trustees together with notice executed by that person of his or her willingness to be appointed or reappointed.

26.7 If the notice of the general meeting does not include the details of those proposed for election as Trustees then at least five Clear Days before the date appointed for holding a general meeting notice must be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Club of the intention to propose him or her at the meeting for appointment or reappointment as a Trustee. The notice must give such information about the proposed Trustee as the Trustees shall decide.

***Timing of retirement***

26.8 A Trustee who retires at an annual general meeting and who is not reappointed shall retain office until either:

26.8.1 the meeting appoints someone in his or her place; or

26.8.2 (if no one is appointed in his or her place) until the end of the meeting.

***General***

26.9 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

26.10 No person shall be entitled to act as a Trustee whether on a first or subsequent entry into office until they have signed in the minute record of the Trustees a declaration of acceptance and of willingness to act in the best interests of the Club.

## 27. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

27.2 he or she is disqualified under the Charities Act 1993 from acting as a trustee of a charity;

27.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

27.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;

27.5 he or she is named on the children's barred list or the adults' barred list maintained under the Safeguarding Vulnerable Groups Act 2006;

27.6 if it is a legal requirement that a trustee of the Club be on the register maintained under the Safeguarding Vulnerable Groups Act 2006, he or she is not on that register;

27.7 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

27.8 notification is received by the Club from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

27.9 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

27.10 at a general meeting of the Club, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or

27.11 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.

## VICE PRESIDENTS

### 28. Vice Presidents

The Trustees may recommend to the members the appointment and removal of any individual(s) as vice president(s) of the Club on such terms as they shall think fit.

## MEMBERS

### *BECOMING AND CEASING TO BE A MEMBER*

### 29. Becoming a member

29.1 The members of the Club shall be the subscribers to the Memorandum of Association of the Club and such other persons as are admitted to membership by the Trustees in accordance with the Articles.

29.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Club unless:

29.2.1 that person has applied for membership in a manner approved by the Trustees; and

29.2.2 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a member for reasons such as non-payment of subscriptions, conduct or character likely to bring the Club or sport into disrepute, or other behaviour unacceptable to the Club.

29.3 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

29.4 Membership for the Club is open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities or due to health and safety, child protection, or any other reasons required by law is allowable on a non-discriminatory basis. In circumstances requiring restriction of membership numbers, a waiting list shall be established and operated on a first come, first served basis for each category of membership.

***Subscriptions***

29.5 The Trustees may at their discretion levy subscriptions on members of the Club at such rate or rates as they shall decide.

***Register of members***

29.6 The names of the members of the Club must be entered in the register of members.

## 30. Termination of membership

30.1 Membership is not transferable.

30.2 A member shall cease to be a member:

30.2.1 if the member, being an individual, dies;

30.2.2 on notice given by the member to the Club of his, her or its intention to withdraw;

30.2.3 if any subscription or other sum payable by the member to the Club is not paid on the due date and remains unpaid seven days after notice served on the member by the Club informing him, her or it that he, she or it will be removed from membership if it is not paid. The Trustees may re-admit to membership any person removed from membership on this ground on him, her or it paying such reasonable sum as the Trustees may determine; or

30.2.4 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Club. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by the Trustees shall have a right of appeal as set out in the Regulations. A member expelled by such a resolution shall nevertheless remain liable to pay to the Club any subscription or other sum owed by him, her or it.

## 31. Categories of membership

31.1 Subject to Article 31.2, the Trustees may establish such different categories of membership as they think fit. The Trustees may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time and offer discounted fees to individual members. Subscriptions shall be levied at a level that will not pose a significant obstacle to membership. The Trustees shall agree and further notify members of intended increases and charges to subscriptions at each annual general meeting.

31.2 The Trustees may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

## 32. Associate members

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make,

provided that no such associate members shall be members of the Club for the purposes of the Articles or the Companies Acts and provided further that all playing members over the age of 18 shall be members and not associate members.

## *ORGANISATION OF GENERAL MEETINGS*

### 33. Annual general meetings

The Club must hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

### 34. Other general meetings

34.1 The Trustees may call a general meeting at any time.

34.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

### 35. Length of notice

35.1 All general meetings must be called by 14 Clear Days' notice.

### 36. Content of notice

36.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

36.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

36.3 In every notice calling a meeting of the Club there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Club.

36.4 If the Club gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

### 37. Service of notice

Notice of general meetings must be given to every member, the Trustees and the auditors of the Club.

### 38. Attendance and speaking at general meetings

38.1 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.

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

38.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

38.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

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

38.4 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.

38.5 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.

**39. Quorum for general meetings**

39.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

39.2 The quorum shall be eleven persons entitled to vote on the business to be transacted (each being a member or a proxy for a member).

39.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

**40. Chairing general meetings**

40.1 The Chairman or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting.

40.2 If neither the Chairman nor any Trustee nominated in accordance with Article 40.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.

40.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person, or by proxy and entitled to vote must choose one of the members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 40.3.

**41. Attendance and speaking by Trustees and non-members**

41.1 Trustees may attend and speak at general meetings, whether or not they are members.

41.2 The chair of the meeting may permit other persons who are not members of the Club (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

**42. Adjournment**

42.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

42.1.1 the meeting consents to an adjournment; or

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

42.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

42.3 When adjourning a general meeting, the chair of the meeting must:

42.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and

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

42.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least 7 Clear Days' notice of it:

42.4.1 to the same persons to whom notice of the Club's general meetings is required to be given; and

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

42.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

*VOTING AT GENERAL MEETINGS*

**43. Voting: general**

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

43.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

43.2.1 has or has not been passed; or

43.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 56 is also conclusive evidence of that fact without such proof.

**44. Votes**

***Votes on a show of hands***

44.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

44.1.1 each member present in person; and

44.1.2 (subject to Article 49.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution;

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

***Votes on a poll***

44.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

44.2.1 every member present in person; and

44.2.2 every member present by proxy (subject to Article 49.3).

***General***

44.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

44.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Club have been paid.

**45. Errors and disputes**

45.1 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.

45.2 Any such objection must be referred to the chair of the meeting whose decision is final.

**46. Poll votes**

46.1 A poll on a resolution may be demanded:

46.1.1 in advance of the general meeting where it is to be put to the vote; or

46.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

46.2.1 the chair of the meeting;

46.2.2 the Trustees;

46.2.3 two or more persons having the right to vote on the resolution;

46.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes; or

46.2.5 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.

46.3 A demand for a poll may be withdrawn if:

46.3.1 the poll has not yet been taken; and

46.3.2 the chair of the meeting consents to the withdrawal.

## 47. Procedure on a poll

47.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

***Results***

47.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

47.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

***Timing***

47.4 A poll on:

47.4.1 the election of the chair of the meeting; or

47.4.2 a question of adjournment;

must be taken immediately.

47.5 Other polls must be taken within 30 days of their being demanded.

47.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

*Notice*

47.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

47.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

**48. Proxies**

*Power to appoint*

48.1 A member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Club. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

*Manner of appointment*

48.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

48.2.1 states the name and address of the member appointing the proxy;

48.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

48.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and

48.2.4 is delivered to the Club in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.

48.3 The Club may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

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

48.5 Unless a Proxy Notice indicates otherwise, it must be treated as:

48.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

48.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

**49. Delivery of Proxy Notices**

49.1 The Proxy Notification Address in relation to any general meeting is:

49.1.1 the registered office of the Club; or

49.1.2 any other Address or Addresses specified by the Club as an Address at which the Club or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or

49.1.3 any electronic Address falling within the scope of Article 49.2.

49.2 If the Club gives an electronic Address:

49.2.1 in a notice calling a meeting;

49.2.2 in an instrument of proxy sent out by it in relation to the meeting; or

49.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 49.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

***Attendance of member***

49.3 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 Club by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

***Timing***

49.4 Subject to Articles 49.5 and 49.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.

49.5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

49.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:

49.6.1 received in accordance with Article 49.4; or

49.6.2 given to the chair, Company Secretary (if any) or any Trustee at the meeting at which the poll was demanded.

***Interpretation***

49.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 49.

***Revocation***

49.8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.

49.9 A notice revoking the appointment of a proxy only takes effect if it is received before:

49.9.1 the start of the meeting or adjourned meeting to which it relates; or

49.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

***Execution***

49.10 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.

**50. Amendments to resolutions**

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

50.1.1 notice of the proposed amendment is given to the Club in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and

50.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

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

50.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

50.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

## *WRITTEN RESOLUTIONS*

### 51. Written resolutions

***General***

51.1 Subject to this Article 51 a written resolution agreed by:

51.1.1 members representing a simple majority; or

51.1.2 (in the case of a special resolution) members representing not less than 75%;

of the total voting rights of eligible members shall be effective.

51.2 On a written resolution each member shall have one vote, except that no member shall be entitled to vote on a written resolution unless all monies presently payable by him, her or it to the Club have been paid.

51.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

51.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

***Circulation***

51.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.

51.6 In relation to a resolution proposed as a written resolution of the Club the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

51.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

51.8 Communications in relation to written resolutions must be sent to the Club's auditors in accordance with the Companies Acts.

***Signifying agreement***

51.9 A member signifies his, her or its agreement to a proposed written resolution when the Club receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:

51.9.1 identifying the resolution to which it relates; and

51.9.2 indicating the member's agreement to the resolution.

51.10 For the purposes of Article 51.9:

51.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

51.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Club; or

(b) where no such manner has been specified by the Club, if the communication contains or is accompanied by a statement of the identity of the sender and the Club has no reason to doubt the truth of that statement.

51.11 If the Club gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

### 52. Communications by the Club

***Methods of communication***

52.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Club under the Articles or the Companies Acts 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 the Club, including without limitation:

52.1.1 in Hard Copy Form;

52.1.2 in Electronic Form; or

52.1.3 by making it available on a website.

52.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).

52.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

52.4 A member present in person or by proxy at a meeting of the Club shall be deemed to have received notice of the meeting and the purposes for which it was called.

52.5 Where any Document or information is sent or supplied by the Club to the members:

52.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

52.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

52.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

52.6 Subject to the Companies Acts, a Trustee or any other person may agree with the Club that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

52.7 Where any Document or information has been sent or supplied by the Club by Electronic Means and the Club receives notice that the message is undeliverable:

52.7.1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Club, the Club is under no obligation to send a Hard Copy of the Document or information to the member's or Trustee's postal address as shown in the Club's register of members or Trustees, but may in its discretion choose to do so;

52.7.2 in all other cases, the Club shall send a Hard Copy of the Document or information to the member's postal address as shown in the Club's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

52.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

***Exceptions***

52.8 Copies of the Club's annual accounts and reports need not be sent to a person for whom the Club does not have a current Address.

52.9 Notices of general meetings need not be sent to a member who does not register an Address with the Club, or who registers only a postal address outside the United Kingdom, or to a member for whom the Club does not have a current Address.

## 53. Communications to the Club

The provisions of the Companies Acts shall apply to communications to the Club.

## 54. Company Secretary

A Company Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Company Secretary:

54.1 anything authorised or required to be given or sent to, or served on, the Club by being sent to its Company Secretary may be given or sent to, or served on, the Club itself, and if addressed to the Company Secretary shall be treated as addressed to the Club; and

54.2 anything else required or authorised to be done by or to the Company Secretary of the Club may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

## 55. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

## 56. Minutes

The Trustees must cause minutes to be made:

56.1 of all appointments of officers made by the Trustees;

56.2 of all resolutions of the Club and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

56.3 of all proceedings at meetings of the Club and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Club, be sufficient evidence of the proceedings.

## 57. Records and accounts

57.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

57.1.1 annual reports;

57.1.2 annual returns; and

57.1.3 annual statements of account.

57.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Club, no person is entitled to inspect any of the Club's accounting or other records or Documents merely by virtue of being a member.

## 58. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

## WINDING UP

## 59. Winding up

59.1 At any time before, and in expectation of, the winding up or dissolution of the Club, the members of the Club or, subject to any resolution of the members, the Trustees, may resolve that any net assets of the Club after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Club be applied or transferred in any of the following ways:

59.1.1 directly for the objects of the Club; or

59.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the objects of the Club; or

(b) for use for particular purposes that fall within the objects of the Club.

59.2 In no circumstances shall the net assets of the Club be paid to or distributed among the members of the Club under this Article 59 (except to a member that is itself an institution chosen to benefit under this Article 59).

59.3 If no resolution is passed in accordance with Article 59.1 the net assets of the Club shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

## SCHEDULE

## INTERPRETATION

**Defined terms**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

| | Term | Meaning |
|---|---|---|
| 1.1 | **"Address"** | includes a number or address used for the purposes of sending or receiving documents by Electronic Means; |
| 1.2 | **"Articles"** | the Club's articles of association; |
| 1.3 | **"Club"** | Preston Nomads Cricket Club; |
| 1.4 | **"Circulation Date"** | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| 1.5 | **"Clear Days"** | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| 1.6 | **"Companies Acts"** | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Club; |
| 1.7 | **"Company Secretary"** | the company secretary of the Club (if any) fulfilling the role of company secretary as provided in the Companies Acts; |
| 1.8 | **"Connected"** | any person falling within one of the following categories:<br>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or<br>(b) the spouse or civil partner of any person in (a); or<br>(c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or<br>(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or |

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| | | employee, or shareholder holding more than 1% of the capital; |
| 1.9 | **"Document"** | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.10 | **"Electronic Form" and "Electronic Means"** | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.11 | **"Financial Expert"** | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.12 | **"Hard Copy" and "Hard Copy Form"** | have the meanings respectively given to them in the Companies Act 2006; |
| 1.13 | **"Chairman"** | has the meaning given in Article 9; |
| 1.14 | **"Proxy Notice"** | has the meaning given in Article 48; |
| 1.15 | **"Proxy Notification Address"** | has the meaning given in Article 49; |
| 1.16 | **"Public Holiday"** | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.17 | **"Subsidiary Company"** | any company in which the Club holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; |
| 1.18 | **"Trustee"** | a director of the Club, and includes any person occupying the position of director, by whatever name called; and |
| 1.19 | **"Writing"** | 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. |

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the

Companies Act 2006 as in force on the date when the Articles became binding on the Club.