

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
of
ROYAL NORWICH GOLF CLUB LIMITED
(Company Number: **9983747**)
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1. Name

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

2. Interpretation

2.1. In these articles:

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

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

"Articles" means the Company's articles of association.

"associated company" means any subsidiary or holding company of the Company or any other subsidiary of the Company's holding company, from time to time;

"Board" means the board of directors of the Company.

"Captain" means, as the context requires, the Gentlemen's Captain, Ladies Captain, Seniors Captain, Club Captain, Club Vice-Captain and/or any other Captain so designated.

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

"Category B Member" means R. Norwich Estates Ltd (company number 15417992) and any other Member admitted as a Category B Member pursuant to Article 9.

"Category B Member Consent" means the prior written consent of Category B Members holding a simple majority of the total voting rights of Category B Members who would have been entitled to vote on the matter had it been proposed as a resolution of the Category B Members.

"Course" means such golf course(s) as may be owned by and in the possession of the Company from time to time whether on a freehold or leasehold basis.

"directors" means the directors of the Company at the relevant date.

"Gentlemen's" means the Captain responsible for Gentlemen's Golf elected to

Captain”	represent the Gentlemen Members at Club and County level and to fulfil any requirements of the relevant Golf Association.
“Ladies Captain”	means the Captain responsible for Ladies Golf elected to represent the Lady Members at Club and County level and to fulfil any requirements of the relevant Golf Association.
“linked transaction”	means where the transactions are part of a single arrangement or scheme or part of a series of transactions for the purchase of the same asset. For the avoidance of doubt, it does not mean a multiple deal where more than one single item of expenditure is acquired from the same supplier at the same time.
“Manager”	means, howsoever described, the person appointed by the Board to perform the functions set out in Article 15.3.
“Member”	means the persons admitted to membership of the Club in accordance with the Articles and any Rules from time to time in force.
“Member Director”	means, other than any Captain and the head of finance, a Member who is appointed as a director of the Company.
“Objects”	means the objects of the Company as set out in Article 5.
“Officer”	means a director, Secretary or manager of the Company.
“paying, paid or payment”	means in respect of any subscription or joining fee payment in full and or a contractual settlement agreement to pay under a deferred contract with the Club.
“Playing Member”	means a Category A Member other than a Stables Member.
“proxy notice”	has the meaning given in Article 25.2.
“Qualification Criteria”	means the qualification criteria for directors set out in Article 28.1.
“Rules”	means the rules and/or byelaws and/or regulations of the Club made by the Board or by the Club in general meeting, as amended from time to time.
“Secretary”	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company, including a joint, assistant or deputy company secretary.
“Seniors Captain”	means the Captain responsible for Senior’s Golf elected to represent the senior Members at Club and County level and to fulfil any requirements of the relevant Golf Association.
“Stables Member”	means a Member of the type described in Article 8.12.
“Weston Park Acquisition”	means the completion of the Asset Purchase Agreement entered into on 26 January 2015 between Weston Park Golf Club Limited and the Trustees of Royal Norwich Golf Club.

“working days” means any day other than Saturday or Sunday and any bank or public holiday.

- 2.2. Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification not yet in force when these Articles become binding on the Company.
- 2.3. The masculine includes the feminine and, where appropriate, the singular includes the plural.
- 2.4. The headings in these Articles do not form a part of them nor in any manner affect their interpretation or construction.
- 2.5. A **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.6. The decision of the Board upon any question of interpretation or upon any matter affecting the Club, and not provided for by these Articles, shall be final and binding.

3. Liability of Members

- 3.1. The liability of Members is limited to £1.
- 3.2. Every Member undertakes that if the Company is wound up while they are a Member or within twelve months after they cease to be a Member, to contribute such sum (not exceeding £1.00) as may be demanded of them towards the payment of the debts and liabilities of the Company incurred before they cease to be a Member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributors among themselves.

4. Application of Income and Property

- 4.1. Subject to the provisions of Articles 4.2, 4.3 and 36.1 all income and property of the Company howsoever derived shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any Member.
- 4.2. No Member Director shall be paid any salary or fees or receive any remuneration or other benefit in money or money’s worth from the Company for discharging their duties as a director of the Company.
- 4.3. The provisions of Articles 4.1 and 4.2 shall not prevent a Member from receiving reasonable and proper remuneration for any goods or services supplied to the Company not being services as a director.

5. Objects

- 5.1. The Company’s Objects shall be:
 - 5.1.1. to provide a Members' golf course and clubhouse with supporting leisure facilities;
 - 5.1.2. to promote the game of golf and other athletic sports and pastimes and to encourage social intercourse among the Members;

- 5.1.3. in particular but without prejudice to the generality of the foregoing to lay out, prepare and maintain a golf course at or near Norwich or elsewhere, for golf and other purposes of the Club, and to provide clubhouses, pavilions, lavatories, kitchens, refreshment rooms, workshops, sheds and other conveniences in connection therewith, and to furnish and maintain the same;
- 5.1.4. to permit the public areas to be used by the Members and/or their family and friends and of any club acquired, established or operated by the Company either gratuitously or otherwise, and to manage the affairs of any such Club; and
- 5.1.5. to promote any additional income streams, activities and operations, financial or otherwise, as the Board shall consider to be in the interests of the Company.

6. **Company powers**

- 6.1. In furtherance of the Objects but not otherwise the Company may exercise the following powers:
 - 6.1.1. To adopt the rules of golf as promulgated by the Royal and Ancient Golf Club of St Andrews, National Union Rules, Ladies Golf Association, England Golf, Handicapping Schemes, Rules of Amateur Status and County Association Rules, as from time to time revised and amended, as applicable to gentlemen and ladies respectively, except in so far as they may be modified by the Rules and Articles of the Club;
 - 6.1.2. To establish, maintain and conduct a golf club for the accommodation of Members, their friends, future members, their families and guests and generally to afford them all the usual privileges, advantages and accommodation of a golf club;
 - 6.1.3. To permit visitors and/or visiting societies to use the facilities of the Club;
 - 6.1.4. To promote and hold either alone or jointly with any other association, club or persons, golf meetings, competitions and matches and to offer, give or contribute towards prizes, medals and awards and to promote, give or support dinners, balls, concerts and other entertainments;
 - 6.1.5. To open or close the clubhouse, the Course and ancillary facility or any part thereof for any period and for any purpose, which it may consider necessary or desirable, including maintenance, redecoration or refurbishment (provided always that, the Board shall try to give reasonable notice of its intentions).
 - 6.1.6. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct and maintain and alter any buildings or erections necessary or convenient for the work of the Company;
 - 6.1.7. To sell, let, take on lease, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its Objects;
 - 6.1.8. To purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required which may be

conveniently used in connection with the grounds, clubhouse or other premises of the Company by persons frequenting them, whether Members or not;

- 6.1.9. To buy, prepare, make, sell and deal in all kinds of apparatus and equipment used in connection with golf and in all kinds of liquors, provisions and refreshments required or used by Members or other persons using the grounds, clubhouse or premises of the Company and, if necessary, maintain current licences for the same;
- 6.1.10. To hire and employ all classes of persons (being the right person for the right job irrespective of background or class) considered necessary for the purposes of the Company and to pay them and other persons in return for services rendered to the Company salaries, wages, charges and pensions;
- 6.1.11. To support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the Company or its employees, or may be connected with golf; to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Company, or to the wife, widow, children or other needy relatives of any such person; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company;
- 6.1.12. To borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may from time to time be determined;
- 6.1.13. To invest and deal with the monies of the Company not immediately required upon such investments, securities or property and in such manner as may from time to time be determined;
- 6.1.14. To 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;
- 6.1.15. To do all such other lawful things as are incidental or conducive to the attainment of any of the above Objects; and
- 6.1.16. To do all such things as the Board consider to be in the best interests of the Club.

7. Classes of Membership

- 7.1. The Club may have different membership categories and subscriptions on a non-discriminatory and fair basis as determined by the Board from time to time. As at the Adoption Date, the Company has two categories of Member:
 - 7.1.1. Category A Members; and
 - 7.1.2. Category B Members.
- 7.2. Each Member appointed after the Adoption Date shall be a Category A Member, unless the Board resolves pursuant to Article 9 that they should be admitted as a Category B Member.
- 7.3. Subject to the provisions of these Articles, the admission to membership of Members of all categories (including any Category B Members in relation to which Article 9 shall

apply) shall be vested in the Board who shall have authority to admit or decline without giving reasons for so doing. The Board may request such information in relation to an applicant/application for membership as the Board, in its absolute discretion, shall think fit including in the case of proposed Category A Members, requiring the applicant to attend for interview.

- 7.4. For the purposes of section 631 of the Act, the creation of a new category of Member that has preferential rights to one or more existing category of Member shall not constitute a variation of the rights of those existing categories of Members.

8. **Category A Members**

- 8.1. Membership of the Club as a Category A Member shall be open to anyone interested in the sport of golf regardless of age, sex, disability, ethnicity, nationality, sexual orientation, gender status/identification, religious or other beliefs provided that the Board may impose limitations upon membership numbers on a non-discriminatory basis.

- 8.2. No person shall become a Category A Member unless that person has completed an application for membership in writing in a form prescribed by the Board and such application has been approved by the Board or by such other person(s) to whom the Board shall have delegated such power of approval.

- 8.3. The name of any person or corporate proposed for membership as a Category A Member must be posted on the Company notice board for not less than ten days before the election (the “**Notice Period**”); at the end of the Notice Period the application shall be submitted to the Board at their next meeting together with the application required in accordance with Article 8.2; the Board shall decide by simple majority of the votes cast whether the candidate shall be admitted as a Category A Member. The names and addresses of all candidates admitted to membership shall be entered in the Register of Members, which shall be kept by the Secretary. An applicant for membership as a Category A Member may, at the sole and absolute discretion of the Manager, be permitted to play the Course as a courtesy pending determination of their application for membership. The date of commencement of membership as a Category A Member shall be the earlier of the date courtesy to play the Course was extended or the date the applicant’s membership as a Category A Member was approved by the Board or its delegate.

- 8.4. When a candidate for admission as a Category A Member has been approved by the Board (or its delegate), the Manager shall forthwith send them at the address given upon their application a request for payment of any joining fee and the first annual subscription. Upon payment of any such joining fee and subscription fee the elected candidate shall become a Category A Member of the Club. If payment is not received within one calendar month of the issue of the request for payment the Board may at their discretion cancel such approval.

- 8.5. Subject to the following provisions of this Article 8, Category A Members shall be entitled to all the amenities of the Club.

Founder Members, Honorary Life Members and Courtesy Members

- 8.6. Founder Members are Category A Members who became Members on incorporation of the Company or who have been elected as they were a member of Weston Park Golf Club at the date of the Weston Park Acquisition and entered into a membership with the Club within one calendar month of the Weston Park Acquisition.

- 8.7. Founder Members shall be entitled to all the privileges of a Playing Member.

- 8.8. Founder Membership ceases if a Founder Member resigns in accordance with Article 10.1. Any such member who is subsequently re-admitted to membership will not be re-admitted as a Founder Member.
- 8.9. Any person who has been elected as a Honorary Life Member or a Courtesy Member at the Adoption Date shall continue to hold such status:
- 8.9.1. for life (or, if earlier, until an Honorary Life Member resigns in accordance with Article 10.1, or is expelled in accordance with Article 11), in the case of an Honorary Life Member; or
- 8.9.2. until such time as the Board revoke their status as a Courtesy Member (or, if earlier, until a Courtesy Member resigns in accordance with Article 10.1), in the case of a Courtesy Member,
- but no additional Honorary Life Members or Courtesy Members may be elected after the Adoption Date. Any former Honorary Life Members or Courtesy Members who is subsequently re-admitted to membership will not be re-admitted as a Honorary Life Member or Courtesy Member (as the case may be).
- 8.10. An Honorary Life Member (who shall be classed as a Category A Member for the purposes of these Articles) is entitled to all the privileges of a Playing Member without the payment of any fees or subscriptions.
- 8.11. A Courtesy Member (who shall be classed as a Category A Member for the purposes of these Articles) shall not pay any fees or subscriptions and shall be entitled to all the privileges of a Playing Member subject to any restrictions determined by the Board at the time of their election.

Stables Members

- 8.12. The Board may admit such number of Stables Members on such conditions as they think fit. Stable Members shall be classed as a Category A Members for the purposes of these Articles.
- 8.13. Stables Members shall only be entitled to use the facilities of the clubhouse but not to play the Course nor use the practice facilities save on payment of a green fee.

9. Category B Members

- 9.1. R. Norwich Estates Ltd is a Category B Member. Membership of the Club as a Category B Member shall be open to any other person who has committed (subject to securing membership) to making a financial investment in the Club (whether by making of a loan or otherwise) and who has:
- 9.1.1. complied (or undertaken to comply) with any conditions to membership which the Board shall have imposed on such person as a condition of membership as a Category B Member (such as, for example, the discharge of existing indebtedness of the Club);
- 9.1.2. provided the Board with such information in relation to an applicant/application for membership as the Board, in its absolute discretion, shall think fit (including financial information, references, undertakings and documentary proof of funds);

- 9.1.3. provided such assurances to the Board with regard to their future intentions for the Club, including its commitments and plans with regard to retaining and observing the Objects and the Company powers in Articles 5.1 and 6.1, as the Board shall in its absolute discretion think fit; and
- 9.1.4. generally and to the satisfaction of the Board, provided sufficient undertakings with regard to their proposed investment in the Club such as to warrant and justify (in the sole discretion of the Board) their admission as a Category B Member.

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

- 9.2. Where any person seeking admission as a Category B Member has satisfied the Board (in their sole discretion) that the Category B Member Admission Criteria have been met and the Board is otherwise satisfied that the decision to admit the proposed Category B Member is in the best interests of the Club and its Members as a whole, such application for membership shall be referred to the general meeting of the Company next held after receipt of such application. That meeting shall determine by a simple majority of those present and voting in person or by proxy whether the applicant is to be admitted or rejected as a Category B Member. If the Company resolves to approve the admission of such person as a Category B Member, then the Board shall forthwith admit such person as a Category B Member.

10. **Notice of resignation**

- 10.1. Any Category A Member wishing to resign their membership must give notice in writing of their intention to do so, addressed to the Manager, and deposited at the registered office of the Company before the end of their current subscription period in any year, failing which the Member must pay the subscription for the next year.
- 10.2. For the avoidance of doubt, the resigning Category A Member shall pay all outstanding arrears as at the date of expiry of their notice of resignation.
- 10.3. If a Category A Member fails to resign in accordance with Article 10.1 and does not pay the subscription for the year they shall not be allowed to play the Course nor use the facilities at any time until that subscription has been paid.
- 10.4. A Category B Member may withdraw from membership of the Company by giving 60 days' notice to the Company in writing, unless such withdrawal will result in the Company having no Category B Members.

11. **Expulsion or suspension of Members**

- 11.1. If the conduct of any Category A Member either within or outside the Club is, in the opinion of the majority of the Board, injurious to the character and interests of the Club or objectionable in any respect, that Category A Member may be required by the Board to resign and, if they do not resign within 14 days, the Category A Member may be expelled by resolution of the Board and, subject to the provisions of Articles 11.2 or 11.3, shall forthwith cease to be a Member.

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

- 11.2. Any Category A Member expelled in accordance with Article 11.1, or otherwise ceasing to be a Member whether by resignation, death or any other reason, shall, in default of an actual notice of resignation of their membership of the Club served in accordance with Article 11.1 above, be automatically deemed to have served a notice resigning their membership of the Club pursuant to Article 11.1 from the date that they ceased to be a Member of the Club. Any Category A Member who ceases to be a Member as a result of expulsion under Article 11.1 may not play the Course nor be admitted to the clubhouse nor the grounds of the Club thereafter.
- 11.3. Any Category A Member who ceases to be a Member for whatever reason forfeits all rights to or claim upon the Company, its property or funds, or any return of joining fees or subscriptions paid and remains liable for any fees or charges due from them as at the date of cessation including, for the avoidance of doubt, the undertaking to contribute the sum (not exceeding £1) set out at Articles 3.1 and 3.2 above.
- 11.4. The Board shall have the power at all times to suspend a Category A Member from the privileges and amenities of the Club; during any such period of suspension the suspended Category A Member shall not be entitled to any refund of any subscription(s) nor of any joining fee previously paid by the Category A Member unless the Board shall in their absolute and unfettered discretion think fit.

12. **Rights of Members personal**

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

13. **Absence Abroad**

- 13.1. Category A Members intending to reside abroad for one year or more (“**Overseas Members**”) shall not be liable to pay a subscription for their period of absence provided that they have given not less than one month's prior notice in writing to the Board to that effect; during any period of such absence Overseas Members shall not be entitled to use the facilities of the Club other than on the same basis as a guest and upon returning from abroad, and subject to Article 13.2, they shall be entitled to resume membership upon payment of the balance of the membership subscription for the year they resume membership calculated on a daily basis from the date of such resumption to the end of the relevant membership year.
- 13.2. In the event that an Overseas Member's period of absence arises within a subscription year, no refund of the amount in respect of the period of absence will be made but the same shall be held as a payment on account and applied to the subscription for the period when they resume membership; in the event that an Overseas Member shall not resume membership within 3 years from the date on which their absence first arises, such sum shall belong to the Club absolutely and there shall be no obligation to refund the same to the Category A Member.

14. **Guests**

- 14.1. Not more than 7 (seven) guests may play the Course at a reduced Green Fee when those guests play with that Member.
- 14.2. All green fees for guests must be paid and a ticket obtained from the Professional's Shop before commencing play; the ticket must be produced at any time on demand by the Board or by a member of the Company's staff.
- 14.3. The admission of any guest to play the Course may be restricted to 6 occasions in any one calendar year.
- 14.4. All Members shall be responsible for the conduct of their guests and shall be responsible/liable for any charges and expenses incurred by those guests.

15. **Management**

- 15.1. The management of the Club shall be vested in the Board who may delegate responsibilities to:
 - 15.1.1. a committee or committees appointed by them; and/or
 - 15.1.2. a Manager; and/or
 - 15.1.3. other staff employed by the Club.
- 15.2. The Manager shall be appointed by the Board.
- 15.3. The Manager shall be responsible to the Board for:
 - 15.3.1. the management of the Club;
 - 15.3.2. compliance with these Articles and any statutory obligations of the Club; and
 - 15.3.3. the supervision of Company employees in the performance of their duties.
- 15.4. The Board may, at its discretion, resolve that the Manager shall be an ex-officio Category A Member without payment of a joining fee or annual subscription.

16. **Members' Committee**

- 16.1. The Members' Committee is the only sub-committee of the Board prescribed by these Articles.
- 16.2. The members of the Members' Committee, the terms of office of members of the Members' Committee and their method of nomination shall be set out in the Rules.
- 16.3. Subject to the approval of the Board, the Members' Committee shall be responsible for organising the golfing and social activities of the Club including in particular but without prejudice to the generality of the foregoing:
 - 16.3.1. determining the Club's golf programme;
 - 16.3.2. appointing sub-groups of the Member's Committee;
 - 16.3.3. ensuring that there is a consistent approach to the management of competitions and handicaps across the Club;

- 16.3.4. organising and selecting teams;
 - 16.3.5. considering and imposing such Local Rules as they may consider appropriate from time to time;
 - 16.3.6. organising Club social events;
 - 16.3.7. providing a members link to communicate with the management and administration of the club; and
 - 16.3.8. identifying member issues requiring escalation to the Board via the Club Captain.
- 16.4. Where a sub-group of the Members' Committee is established in accordance with Article 16.3.2, that sub-group will operate in accordance with a Terms of Reference as agreed from time to time by the Board. In setting the Objectives contained with the Terms of Reference, the long term benefit of the Club as a whole must always take precedence over the interest of the sub-group.

17. **Club Captain**

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

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

- 18.1. The Club Captain, the Club Vice-Captain, the President, the Vice-President, the Gentlemen's Captain, the Ladies Captain, the Seniors Captain and any other Captain of Golf, their terms of office and their methods of nomination shall be set out in the Rules of the Company to be decided from time to time by ordinary resolution of the Category B Members.
- 18.2. The Junior Organiser shall be appointed by the Board.

19. **General Meeting**

- 19.1. The Board may, whenever it thinks fit, convene a general meeting.
- 19.2. Category B Members may require the Board to convene a general meeting in accordance with this Article 19. The Board must call a general meeting once the Company has received requisition to do so, signed by Category B Members representing at least 5% of the total voting rights of all the Category B Members having a right to vote at general meetings.
- 19.3. A requisition made by the Category B Members:
 - 19.3.1. must state the general nature of the business to be dealt with at the meeting, and

- 19.3.2. may include the text of a resolution that may properly be moved and is intended to be moved at the meeting.
- 19.4. A resolution may properly be moved at a meeting unless it would, if passed, be:
 - 19.4.1. ineffective,
 - 19.4.2. defamatory,
 - 19.4.3. frivolous or vexatious,
 - 19.4.4. unlawful; or
 - 19.4.5. in breach of these Articles.
- 19.5. A requisition may be made in hard copy or electronic form and must be authenticated by the person or persons making it.
- 19.6. If the Board is required to hold a meeting pursuant to a requisition by Category B Members, they shall call such meeting within 21 days from the date on which they become subject to the requirement. The notice of the meeting shall include notice of the resolution. The meeting shall be held on a date not more than 28 days after the date of the notice convening the meeting.
- 19.7. If the Board is required to call a meeting but fails to do so in accordance with the above provisions, the Category B Members who requisitioned the meeting, or any of them representing more than 50% of the total voting rights of all of them, may themselves call a general meeting. The notice of the meeting shall include notice of the resolution. The meeting shall be called for a date not more than three months after the date on which the Board became subject to the requirement to call a meeting.
- 20. **Notice of general meetings**
 - 20.1. A general meeting shall be called by at least 14 days' notice.
 - 20.2. Any meeting may be called by shorter notice than that otherwise required if shorter notice is agreed by Category B Members representing not less than 90% of the total voting rights.
 - 20.3. Any period of notice is exclusive of the day on which the notice is given and the day of the meeting.
 - 20.4. Notice shall be given to every Category B Member and every director of the Company, and shall state:
 - 20.4.1. the time and date of the meeting;
 - 20.4.2. the place of the meeting;
 - 20.4.3. the general nature of the business to be dealt with at the meeting; and
 - 20.4.4. the resolution to be proposed.
 - 20.5. Notice may be given in hard copy form, in electronic form, or by means of the Company website; or partly by one such means and partly by another and shall be sent to every

Category B Member who is resident in the United Kingdom. If notice is by means of the Company website, the Company shall notify persons so entitled of the presence of the notice on the website. Such notification shall state that it concerns a notice of a Company meeting, and specify the place, date and time of the meeting. The notice shall be exhibited on the Company notice board and website from the date of notification until the conclusion of the meeting.

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

21. **Quorum**

21.1. No business may be conducted at any general meeting unless a quorum of Category B Members is present.

21.2. If the company has only one Category B Member, one Category B Member present at a general meeting is a quorum.

21.3. If the company has more than one Category B Member, the greater of:

21.3.1. thirty Category B Members, or

21.3.2. one fifth of the Category B Members,

present in person, by proxy or by postal vote shall constitute a quorum.

21.4. If within half an hour from the time appointed for the meeting a quorum of Category B Members is not present or if, during the holding of a meeting, such a quorum ceases to be present:

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

21.4.2. in any other case, the meeting shall be adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may determine. If, at the adjourned meeting, a quorum of Category B Members is not present within half an hour of the time appointed for the adjourned meeting, the Category B Members present shall constitute a quorum.

22. **Chairperson**

22.1. The Chairperson elected by the Board shall preside as Chairperson at every general meeting of the Company provided always that:

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

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

- 22.1.3. if at any meeting no director is willing to act as Chairperson, or if no director is present within 15 minutes after the time appointed for holding the meeting, the Category B Members present shall, by simple majority, elect one of their number to be Chairperson of the meeting.
23. **Passing of resolutions**
- 23.1. Only Category B Members are entitled to attend and vote at general meetings.
- 23.2. Subject to the provisions of Articles 23.5 and 23.7, the Chairperson of a general meeting may decide the method of voting for a resolution put to the vote whether by a show of hands ballot or acclamation but not overriding the conditions of Article 23.7.
- 23.3. A declaration by the Chairperson that a resolution has or has not been passed, or passes with a particular majority, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution and an entry in respect of such a declaration in recorded minutes of the meeting shall be conclusive evidence of that fact without such proof.
- 23.4. A declaration or entry shall not be conclusive evidence if a ballot is demanded in respect of the resolution, and the demand is not subsequently withdrawn.
- 23.5. Voting by post on a proposition at general meetings shall only be allowed when:
- 23.5.1. on any agenda item for such general meeting the Board has decided the same shall be the subject of a postal vote; and
- 23.5.2. notice of the decision to vote by post is posted in the clubhouse and sent to all Category B Members entitled to vote together with a postal voting form at the same time as the documents sent in accordance with the provisions of Articles 20.1 to 20.6.
- 23.6. The Chairperson of a general meeting shall not be entitled to vote. For the avoidance of doubt, this Article does not apply to Board Meetings of the Company that are governed by Articles 32.1 to 32.15.
- 23.7. A ballot may be demanded by:
- 23.7.1. the Chairperson; or
- 23.7.2. Category B Members together holding at least 10% of the total voting rights of all the Category B having the right to vote at the meeting.
- 23.8. The demand for a ballot may be withdrawn.
- 23.9. If a ballot is demanded and not withdrawn:
- 23.9.1. it shall be taken in such manner as the Chairperson directs and the result of the ballot is deemed to be the resolution of the meeting at which the ballot was demanded; no Category B Member shall be entitled to a second or casting vote where there is an equality of votes; and
- 23.9.2. if demanded by the Chairperson, or on the question of adjournment, the ballot shall be taken forthwith. A ballot demanded on any other question shall be taken at such time as the Chairperson of the meeting directs and any business

other than that upon which a ballot has been demanded may be proceeded with pending the taking of the ballot.

24. **Voting rights**

24.1. Every Category B Member shall:

24.1.1. be entitled to vote under these Articles from time to time;

24.1.2. have one vote; and

24.1.3. be entitled to receive notice of and to attend and vote at general meetings.

24.2. For the avoidance of doubt, the Category A Members shall not be entitled to receive notice of, attend, speak and vote at a general meeting of the Members of the Company.

25. **Proxies**

25.1. Any Category B Member may appoint a proxy to exercise all or any of their rights to attend and to speak and vote at a meeting of the Company. Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement informing the Category B Members of their rights to appoint a proxy.

25.2. Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which:

25.2.1. states the name and address of the Category B Member appointing the proxy;

25.2.2. identifies the person appointed to be that Category B Member's proxy and the general meeting in relation to which that person is appointed; and

25.2.3. is signed by or on behalf of the Category B Member appointing the proxy, or is authenticated in such manner as the directors may determine,

and a proxy notice which is not delivered in such manner shall be invalid.

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

25.4. 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.

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

25.5.1. 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

25.5.2. 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.

25.6. Where the Company has given an electronic address in a notice calling a meeting, and in a proxy notice or invitation to appoint a proxy in relation to the meeting, any document or information relating to proxies for that meeting may, subject to any conditions or limitations specified in the notice, be sent by electronic means to that address. Documents relating to proxies include: the appointment of a proxy in relation to a meeting,

any document necessary to show the validity of, or otherwise relating to, a proxy, and notice of termination of the authority of a proxy.

- 25.7. The proxy notice must be received by the Company no later than the following time:
- 25.7.1. in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;
 - 25.7.2. in the case of a ballot taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the ballot; and
 - 25.7.3. in the case of a ballot taken not more than 48 hours after it was demanded, at the meeting at which it was demanded to the chairman or to the secretary or to any director.
- 25.8. In calculating the periods in this Article 25, no account shall be taken of any part of a day that is not a working day.
- 25.9. In default of compliance with this Article the instrument of proxy shall not be treated as valid. A valid instrument of proxy shall be deemed, unless expressing the contrary, to confer authority to demand or join in demanding a ballot. An otherwise valid instrument of proxy shall only be deemed invalid if a revocation of proxy, in whole or in part, shall be received by the Company prior to the exercise of the proxy at the meeting or the adjourned meeting.
- 25.10. 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.

26. **Directors**

- 26.1. The maximum number of directors is 12. The minimum number of directors is 2.
- 26.2. The maximum and minimum numbers of directors may be changed by a resolution of the Company in general meeting.
- 26.3. At a meeting of directors, 2 directors are a quorum PROVIDED THAT no director shall be counted as a member of the quorum for the purposes of any Board agenda item on which he has a conflict of interest.
- 26.4. The directors shall meet at least every 3 months or more frequently if necessary. A director shall not vote nor be counted as a member of the quorum at any Board meeting held in respect of any contract in which they are interested and if they shall purport to vote their vote shall not be counted; if the meeting is thereby inquorate any resolution concerning that contract is and shall be void. The Board shall elect from the Directors a Chairperson and the Chairperson or shall preside at meetings of the Board; in their absence the directors present shall elect one of their number to chair the meeting. If there are fewer than the stated minimum number of directors, those directors or a sole director in office shall not have the power to transact business PROVIDED THAT they shall be entitled to and shall forthwith call a general meeting for the purpose of appointing further directors.

27. **Diversity of the Board**

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

28. Qualification of Directors

28.1. It shall be the basic responsibility of a director to exercise their business judgment and act in what they reasonably believe to be in the best interests of the Company and its Members as a whole. In discharging that obligation, a director shall be entitled to rely on the honesty and integrity of the Company's senior executives and the Company's outside advisers and auditors. The Board shall review on a periodic basis the appropriate skills and characteristics required of the directors in the context of the then-current needs of the Company.

29. Age-limits

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

30. Appointment and removal of directors

30.1. Subject to the provisions of Articles 30.6 and 30.7, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

30.1.1. by ordinary resolution; or

30.1.2. with the Category B Member Consent, by a decision of the directors.

30.2. The office of a director is vacated automatically if:

30.2.1. they are directly or indirectly interested in any contract with the Company and fails to declare the nature and/or existence of their interest in the manner required by s.182 of the Act and all of the other directors resolve that that person's office be vacated;

30.2.2. they absent themselves from meetings of the directors for a continuous period of 6 months without special leave of absence from the directors acting and duly recorded at a directors meeting held during that period of 6 months and all of the other directors resolve that that person's office be vacated;

30.2.3. they are disqualified from acting as a director by operation of law or order of the court; or

30.2.4. they give the directors notice in writing that they resign their office, and such resignation has taken effect in accordance with its terms.

30.3. In addition to the means of appointment and termination of appointment of directors in Articles 30.1 and 30.2 respectively, and without prejudice to the powers of the Company under section 168 of the Act to remove a director by ordinary resolution, the Category

B Members for the time being together holding a simple majority of voting rights in the Company may at any time and from time to time:

30.3.1. subject to the provisions of Articles 30.6 and 30.7, appoint any one or more persons who are so willing to act as a director or directors of the Company, whether as additional or replacement director(s); and

30.3.2. remove any director (whether appointed pursuant to Article 30.1, Article 30.3.1 or otherwise) from office,

in each case, by notice in writing to the Company, signed by or on behalf of the Category B Members making such appointment or effecting such removal.

30.4. An appointment or removal under Article 30.3 takes effect from the time that the notice is left at, or otherwise delivered to the Company's registered office, or at such later time (if any) specified in that notice.

30.5. In Article 30.3, reference to the Category B Members together holding a simple majority of voting rights in the Company is reference to Category B Members holding a simple majority of the total voting rights of Category B Members who would have been entitled to vote on the matter had it been proposed as a resolution of the Category B Members.

30.6. Subject to the provisions of Article 30.7, Category A Members shall be entitled to serve as a director of the Company (subject to meeting the Qualification Criteria).

30.7. Other than by prior approval by the Board, no Category A Member may serve as a Member Director of the Company or in any of the positions appointed pursuant to Article 18.1 if that Member is a member of more than one golf club and:-

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

30.7.2. that Member holds a lower category of membership at the Club than they do at their other club.

30.8. Article 30.7 has been included to prevent perceived or actual conflicts of interest and is to be interpreted in a manner that ensures that Category A Members, who are a member at more than one golf club, can only serve as directors of the Company or on the Members' Committee if their membership at their other golf club is clearly a secondary one.

31. **Appointment of Company Secretary**

31.1. The Board may (but is not required to), appoint a Secretary for such term, at such remuneration and upon such terms and conditions as they think fit.

31.2. The directors may terminate the Secretary's appointment at their discretion and without reason.

32. **Powers and duties of directors**

32.1. The general duties of the directors are as specified in section 170 to section 177 of the Act.

32.2. The business of the Company shall be managed by the Board, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers

of the Company as are not, by the Act or under these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and these Articles and to such Rules, not being inconsistent with the foregoing provisions, as may be prescribed by the Company in general meeting PROVIDED THAT no Rule made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. The directors may, subject to Article 26, act notwithstanding vacancies.

- 32.3. Subject to Article 32.5, the Board may exercise all the powers of the Company including:
- 32.3.1. to borrow money, and to mortgage or charge its assets or undertakings, or any part thereof, and to issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company;
 - 32.3.2. to fix the annual and other subscriptions and joining fee (if any) payable by Members on such terms and conditions as they think fit and provide for such variation of subscriptions for different classes of Members as they think fit; and
 - 32.3.3. to fix from time to time the different categories of membership the conditions of entry into each category and the rights and privileges attaching to each category.
- 32.4. The Board may direct that any of their board may be ex-officio Members of any sub-committees or sub-groups.
- 32.5. Other than with the authority of a resolution passed by the Category B Members at a general meeting or with Category B Member Consent, the Board shall not:
- 32.5.1. approve any single item of expenditure exceeding £100,000 nor a series of linked transactions in respect of which the total amount or value exceeds £100,000, increased annually in line with the Retail Price Index (or any equivalent official index that takes its place) from 1 January 2025 to the 31st December immediately preceding the date on which the expenditure is incurred;
 - 32.5.2. dispose of any freehold property of the Company;
 - 32.5.3. enter into any leasehold arrangement in respect of the whole or significant part of the freehold property of the Company nor enter into any lease as tenant; and
 - 32.5.4. other than in respect of any main clearing bank current, deposit or treasury account, invest any of the assets of the Company in any financial product without appropriate qualified independent financial advice.
- 32.6. The Board may delegate any of their powers to a sub-committee or sub-committees. In the exercise of the powers delegated to it a sub-committee must conform to any regulation prescribed by the Board and the Articles. Any delegation of powers or appointment of a sub-committee or a member of that sub-committee may be recalled or revoked by the Board at any time.
- 32.7. A sub-committee may meet and adjourn as it thinks proper or as directed by the Board. Questions arising at any meeting of a sub-committee shall be determined by a majority of votes of the members present and in the case of an equality of votes its chairperson shall not have a second or casting vote.

- 32.8. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, instructions in writing to the Company's bankers and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the Board shall from time to time by resolution determine.
- 32.9. The Board shall cause minutes to be made for the purpose of:
- 32.9.1. all appointments of Officers or membership of sub-committees and the delegated powers of those sub-committees made by the Board including the revocation or recall of the same;
 - 32.9.2. the names of all directors and other persons present at each meeting of the directors and of any sub-committee; and
 - 32.9.3. all resolutions of Members passed otherwise than at general meetings, all proceedings of general meetings and of the Board and committees.
- 32.10. The records referred to in Article 32.9 must be kept for at least ten years from the date of the resolution, meeting or decision, as appropriate.
- 32.11. The Board shall be entitled to request observers to attend meetings of the Board and who shall, subject to any contrary resolution of the Board, have the right to speak but not vote at those meetings.
- 32.12. Subject to any contrary provision of these Articles, the Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairperson shall not have a second or casting vote. A director may, and the Secretary on requisition of the director shall, at any time summon a meeting of the directors.
- 32.13. All acts done by any director, acting either alone or as part of a committee or meeting, shall be valid notwithstanding that it is afterwards discovered that: there was a defect in their appointment, they were disqualified from holding office, they had ceased to hold office, or they were not entitled to vote on the matter in question.
- 32.14. All decisions made at any meeting of the Board or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it.
- 32.15. A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

33. **Accounts**

- 33.1. The accounting records shall be kept at the Company's registered office or such other place as the Board thinks fit, and shall at all times be open to inspection by the Company's Officers. Except as provided by law or authorised by the Board 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.

34. **Rules of the Club**

- 34.1. Subject to these Articles, the Board may from time to time make, alter and repeal any Rules they consider necessary or expedient or convenient for the proper conduct and management of the Club and in particular, but not exclusively, they may by such Rules:-
- 34.1.1. Regulate the different categories of membership, the conditions of entry into each category and the rights and privileges attaching to each category;
 - 34.1.2. fix the annual and other subscriptions and joining fee (if any) payable by Members on such terms and conditions as they think fit and provide for such variation of subscriptions for different classes of Members as they think fit;
 - 34.1.3. Regulate the terms and conditions upon which guests of the club and its Members, children of Members and visitors may use the property and premises of the Club/Company;
 - 34.1.4. Fix the times of opening and closing of the Course, clubhouse and premises of the Club and Company or any part of them and the permitted hours for the supply of intoxicating liquor;
 - 34.1.5. Regulate the conduct of Members in relation to one another and to the Club and Company staff;
 - 34.1.6. Set aside the whole or any part of the Club/Company premises for Members, or class of Member at any particular time or for any particular purpose;
 - 34.1.7. Regulate all matters in relation to expulsion and suspension of membership from the Club or Company and they may pursuant to the proper exercise of this power delegate such to the Members' Committee of the Club; and
 - 34.1.8. Regulate any matter that is commonly the subject of Club rules and byelaws.
- 34.2. The Board shall adopt whatever means they consider sufficient to bring all Rules, alterations, repeals and additions to the notice of the Members including to be published at the Club. All Rules, for so long as they are in existence, are binding upon all Members.
- 34.3. No Rule may be inconsistent with, or affect or repeal anything contained in the Articles or be in breach of any statutory provision. The Company in general meeting shall have power, upon the passing of an ordinary resolution, to alter, add to or repeal the Rules.

35. **Indemnity**

- 35.1. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other Officer or committee member of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by such person as a director or other Officer or committee member of the Company in the actual or purported execution and/or discharge of their duties and/or the actual or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred by such person in relation to any proceedings (whether civil or criminal) or any regulatory investigation or action which relate to anything done or omitted or alleged to have been done or omitted by such person as a relevant officer provided that, in the case of any director, any such indemnity shall not apply to any liability of that director:
- 35.1.1. to the Company or to any of its associated companies;

35.1.2. to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

35.1.3. incurred:

35.1.3.1. in defending any criminal proceedings in which the director is convicted or any civil proceedings brought by the Company, or any of its associated companies, in which judgment is given against the director; or

35.1.3.2. in connection with any application under any statute for relief from liability in respect of any such act or omission in which the court refuses to grant the director relief,

in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) of the Act.

36. Dissolution

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

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

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

36.1.3. the non-profit making body shall have objects that are sport related but, other than the reference to golf meet the criteria set out in Article 5.1.

36.2. Under no circumstances shall a transfer take place to any non-profit making body where the directors or officers of that body have also been directors of or have otherwise been connected with the management of the Club at any time during the 5 years prior to the dissolution.

36.3. No transfer shall be made in accordance with Article 36.1 unless the non-profit making body selected to receive the transfer has agreed to offer membership of their body to all Members of the Club.

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

37. Communication (including Notices) by the Company to Members

37.1. Unless otherwise provided for in these Articles or by the Act, the Company may send a document or information to a Member by the following means:

37.1.1. in hard copy form by sending it by post in a prepaid envelope addressed to the Member at the address held by the Company in its register. Provided that the

address is in the United Kingdom, and it was properly addressed, prepaid and posted, service of the document or information shall be deemed to have been received by the intended recipient 48 hours after it was posted;

- 37.1.2. in electronic form if the Member has given an e-mail address for this purpose. Provided that it was properly addressed, the document or information is deemed to have been received by the intended recipient 1 hour after it was sent; or
 - 37.1.3. by making such document or information available on the Company website. The document or information shall be readable and downloadable, and the recipient shall be notified of its presence and how to access it. The document or information shall be deemed to have been received by the intended recipient when the material is first made available on the website or, if later, when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. The document or information shall be available on the Company's website for at least 28 days beginning with the day on which notification was sent to the intended recipient, provided that temporary non-availability wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid shall be disregarded.
- 37.2. Where a Member has received a document or information from the Company otherwise than in hard copy form, they may require the Company to send them a version of the document or information in hard copy form. The Company shall send free of charge such document or information in hard copy form within 21 days of receipt of any such request.
- 37.3. A document or information sent or supplied by a Member to the Company or by the Company to a Member is sufficiently authenticated if:
- 37.3.1. in hard copy form, it is signed by the person sending or supplying it; and
 - 37.3.2. in electronic form, the identity of the sender is confirmed in the manner specified by the Board or, where no such manner has been specified by the Board, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.