

Company number: [●]

[BRITISH ATHLETICS SUPPORTERS CLUB] LIMITED

A private company limited by guarantee  
and not having a share capital

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ARTICLES OF ASSOCIATION

adopted on [●] 2010

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**Company Number: [●]**

**PRIVATE COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION OF  
[BRITISH ATHLETICS SUPPORTERS CLUB] LIMITED (the "Company")**

**1 Definitions and interpretation**

1.1 In these Articles the following words and expressions have the following meanings unless the context otherwise requires:

**"Act"**

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

**"Articles"**

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

**"Associate Member"**

a person who has paid their annual subscription to the Club as determined by the Club from time to time but who has not applied and/or been accepted to become a Member of the Club for the purposes of the Companies Act;

**"Bankruptcy"**

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

**"Chairman of the Directors"**

has the meaning given in Article 11.4

**"Chairman of the Meeting"**

the Director appointed to chair a General Meeting in accordance with the provisions of Article 6.16

**"Club"**

means the Company

**"Companies Act"**

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

**"Director"**

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

**"Document"**

includes, unless otherwise specified, any document sent or supplied in electronic form;

**"Electronic Form"**

has the meaning given in section 1168 of the Companies Act 2006;

**"Eligible Director"**

a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the

particular matter) and references to "eligible directors" in Article 12 shall be construed accordingly

**"General Meeting"**

means an annual general meeting or other general meeting of the Club

**"Member"**

means a registered member of the Club who, under these Articles is entitled to receive notice of, attend and vote at General Meetings and who is a member of the Club for the purposes of the Companies Act; and

**"Ordinary Resolution"**

has the meaning given in section 282 of the Companies Act 2006;

**"Participate"**

in relation to a directors' meeting, has the meaning given in Article 13.7;

**"Proxy Notice"**

has the meaning given in Article 8.1;

**"Special Resolution"**

has the meaning given in section 283 of the Companies Act 2006;

**"Subsidiary"**

has the meaning given in section 1159 of the Companies Act 2006; and

**"Writing"**

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

- 1.2 These Articles shall constitute all the articles of association of the Club.
- 1.3 In these Articles a reference to:
  - 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of these Articles and any subordinate legislation made under the statutory provision before or after the date of these Articles;
  - 1.3.2 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and
  - 1.3.3 "these Articles" is to these articles of association and a reference to an Article is to an Article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.
- 1.4 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Club.
- 1.5 The contents table and headings in these Articles are for convenience only and do not affect their interpretation.

1.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles.

## **2 Objects of the Club**

2.1 The Club's objects are to carry on activities which benefit supporters of athletics and the sport of athletics generally and in particular (without limitation) to:-

2.1.1 encourage Members and Associate Members to support athletics at all levels;

2.1.2 promote interest in athletics by providing information about the sport to the Members and Associate Members;

2.1.3 provide opportunities for athletes and supporters to meet together socially;

2.1.4 assist in the development of the sport of athletics in the UK in conjunction with the various organising and governing bodies; and

2.1.5 do all such other things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of any or all of the objects stated in this Article 2.1

2.2 To further its objects the Club may do all such lawful things as may further the Club's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

## **3 Restriction on distribution of assets**

3.1 The income and property of the Club shall be applied solely towards the promotion of the objects set out in Article 2 above and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members.

3.2 If:

3.2.1 the Club is wound up under the Insolvency Act 1986; and

3.2.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to the body specified in Article 3.3 below or such other body or organisation sharing similar objects to the Club as may be decided by the Directors.

3.3 For the purposes of this Article 3, the following body is specified as a potential recipient of the Club's assets under Article 3.2:

Name: Ron Pickering Memorial Fund

Charity Registration Number: 1005166

Registered Office: 11 Wendover Drive, Welwyn, Herts AL6 9LT England

#### 4 **Liability of Members**

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

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

#### 5 **Members**

- 5.1 The subscribers to the memorandum of association of the Club, and such other persons as are admitted to membership in accordance with these Articles shall be Members. No person shall be admitted as a Member unless he is approved by the Directors. Every person who wishes to become a Member shall deliver to the Club an application for membership in such form (and containing such information) as the Directors may require.
- 5.2 A Member may at any time withdraw from the Club by giving not less than 7 days notice to the Club in writing.
- 5.3 A person's membership terminates if at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Club.
- 5.4 Such a resolution may not be passed unless the Member has been given at least 14 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 Directors. A Member expelled by such a resolution will nevertheless remain liable to pay to the Club any subscription or other sum owed by him or her.
- 5.5 Membership is not transferable and shall automatically cease upon the death of that Member or if that Member ceases to exist.
- 5.6 Only Associate Members who have fully paid their subscription to the Club for the financial year in which they apply for membership shall be entitled to be considered for membership.
- 5.7 All Members and Associate Members shall be subject to the Rules.
- 5.8 The Directors may from time to time fix the levels of annual subscriptions to be paid by the different categories of members to the Club.
- 5.9 All Members and Associate Members shall pay the annual subscription to the Club set by the Board under Article 5.8. Any Member whose subscription fee is more than six months in arrears shall be deemed to have resigned his membership of the Club

#### 6 **General meetings**

- 6.1 The Directors may call a General Meeting at any time.

- 6.2 The Directors must call a General Meeting if required to do so by the Members under the Companies Acts.
- 6.3 All General Meetings must be called by either:
  - 6.3.1 at least 14 day' notice; or
  - 6.3.2 shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Members.
- 6.4 Every notice calling a General Meeting must specify the place, day and time of the meeting, whether it is a general or an annual General Meeting, and the general nature of the business to be transacted.
- 6.5 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.
- 6.6 In every notice calling a meeting of the Club there must appear with reasonable prominence a statement informing the Member of his or her rights to appoint another person as his or her proxy at a General Meeting.
- 6.7 Notice of General Meetings must be given to every Member, to the Directors and to the auditors of the Club.
- 6.8 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.
- 6.9 A person is able to exercise the right to vote at a General Meeting when:
  - 6.9.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 6.9.2 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.
- 6.10 The Directors may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.
- 6.11 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.
- 6.12 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.
- 6.13 No business (other than the appointment of the Chairman of the Meeting) may be transacted at any General Meeting unless a quorum is present.

- 6.14 Twenty persons entitled to vote on the business to be transacted (each being a Member, a proxy for a Member or a duly Authorised Representative of a Member shall be a quorum.
- 6.15 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 time and place as the Directors 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.
- 6.16 The Chairman of the Directors (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every General Meeting.
- 6.17 If neither the Chairman of the Directors nor such other Director nominated in accordance with Article 6.16 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.
- 6.18 If no Director is willing to act as chair of the meeting, or if no Director is present 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 their number to be chair of the meeting, save that a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting.
- 6.19 A Director may, even if not a Member, attend and speak at any General Meeting.
- 6.20 The Chairman of the Meeting may permit other persons who are not Members of the Club to attend and speak at a General Meeting including without limitation Associate Members.
- 6.21 The Chairman of the Meeting may adjourn a General Meeting at which a quorum is present if:
- 6.21.1 the meeting consents to an adjournment; or
- 6.21.2 it appears to the Chairman 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.
- 6.22 The Chairman of the Meeting must adjourn a General Meeting if directed to do so by the meeting.
- 6.23 When adjourning a General Meeting, the Chairman of the Meeting must:
- 6.23.1 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 Directors; and
- 6.23.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 6.24 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 seven days' notice of it:



6.24.1 to the same persons to whom notice of the Club's General Meetings is required to be given; and

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

6.25 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.

## **7 Voting at General Meetings**

7.1 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 these Articles.

7.2 A person who is not a Member (including without limitation Associate Members) shall not have any right to vote at a General Meeting of the Club.

7.3 Article 7.2 shall not prevent a person who is a proxy for a Member or a duly Authorised Representative from voting at a General Meeting of the Club.

7.4 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a Member, proxy or Authorised Representative of a Member) and entitled to vote shall have a maximum of one vote.

7.5 On a vote on a resolution on a poll at a meeting every Member present in person or by proxy or Authorised Representative shall have one vote.

7.6 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

7.7 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.

7.8 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.

7.9 Any such objection must be referred to the Chairman of the Meeting whose decision is final.

## **8 Proxy Notices**

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

8.1.1 states the name and address of the Member appointing the proxy;

8.1.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;

8.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

8.1.4 is delivered to the Club in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.

- 8.2 The Directors may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 8.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 8.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 8.4.1 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
  - 8.4.2 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.
- 8.5 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.
- 8.6 An appointment under a Proxy Notice may be revoked by delivering to the Club a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 8.7 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

## 9 **Amendments to resolutions**

- 9.1 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if:
  - 9.1.1 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 before the meeting is to take place (or such later time as the chair of the meeting may determine); and
  - 9.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 9.2 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution, if:
  - 9.2.1 the Chairman of the Meeting proposes the amendment at the General Meeting at which the resolution is to be proposed; and
  - 9.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 9.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting 's error does not invalidate the vote on that resolution.

## 10 **Written resolutions**

- 10.1 Subject to the provisions of this Article 10, a written resolution of the Club passed in accordance with this Article 10 shall have effect as if passed by the Club in General Meeting:

- 10.1.1 A written resolution is passed as an Ordinary Resolution if it is passed by a simple majority of the total voting rights of eligible Members.
- 10.1.2 A written resolution is passed as a Special Resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 10.2 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.
- 10.3 A Members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 10.4 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Club's auditors in accordance with the Companies Acts.
- 10.5 A Member signifies their agreement to a proposed written resolution when the Club receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 10.5.1 If the Document is sent to the Club in Hard Copy Form, it is authenticated if it bears the Member's signature.
- 10.5.2 If the Document is sent to the Club by Electronic Means, it is authenticated if:-
- (a) it bears the Member's signature; or
  - (b) if the identity of the Member is confirmed in a manner agreed by the Directors; or
  - (c) it is from an email address notified by the Member to the Club for the purposes of receiving Documents or information by Electronic Means.
- 10.6 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 10.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

## 11 **Directors' Authority**

- 11.1 Subject to the Articles and any Rules made pursuant to them, the Board is responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club.
- 11.2 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

- 11.3 No such Special Resolution invalidates anything which the Directors have done before the passing of such Special Resolution.
- 11.4 The Directors may appoint one of their number to be the Chairman of the Directors for such term of office as they determine and may at any time remove him or her from office.
- 11.5 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:-
- 11.5.1 to such person or committee;
- 11.5.2 by such means (including by power of attorney);
- 11.5.3 to such an extent;
- 11.5.4 in relation to such matters or territories; and
- 11.5.5 on such terms and conditions;
- as they think fit.
- 11.6 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 11.7 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 11.8 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 11.9 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## 12 **Decision-Making by Directors**

- 12.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Articles 12.3, 12.4, 12.5 and 12.6.
- 12.2 If—
- 12.2.1 the Club only has one Director; and
- 12.2.2 no provision of the Articles requires it to have more than one Director
- the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.
- 12.3 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.

- 12.4 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 12.5 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 12.6 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

### 13 **Directors' meetings**

- 13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 13.2 A Directors' meeting must be called by at least seven days' notice unless either:
  - 13.2.1 all the Directors agree; or
  - 13.2.2 urgent circumstances require shorter notice.
- 13.3 Every notice calling a Directors' meeting must specify:
  - 13.3.1 the place, day and time of the meeting; and
  - 13.3.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.4 Notice of Directors' meetings need not be in Writing.
- 13.5 Notice of Directors' meetings may be sent by Electronic Means to an address provided by the Director for the purpose.
- 13.6 Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when:-
  - 13.6.1 the meeting has been called and takes place in accordance with the Articles; and
  - 13.6.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.7 In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 13.8 If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 13.9 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.10 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Directors, whichever is the greater.

- 13.11 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:-
- 13.11.1 to appoint further Directors;
  - 13.11.2 to call a general meeting so as to enable the Members to appoint further Directors; or
  - 13.11.3 to admit Members to the Club
- 13.12 The Chairman of the Directors, if any, or in his or her absence another Director nominated by the Directors present shall preside as chairman of each Directors' meeting.
- 13.13 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 13.14 In all proceedings of Directors each Director must not have more than one vote.
- 13.15 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing
- 13.16 A decision which is made in accordance with Article 13.16 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:
- 13.16.1 approval from each Director must be received by one person being either such person as all the Directors 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 Directors;
  - 13.16.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with Article 13.16;
  - 13.16.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
  - 13.16.4 the Recipient must prepare a minute of the decision in accordance with Article 19.5.
- 13.17 If the numbers of votes for and against a proposal are equal, the Chairman of the Directors or other Director chairing the meeting has a casting vote.
- 13.18 But this does not apply if, in accordance with the Articles, the Chairman of the Directors or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

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

13.20 Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

#### 14 **Conflicts of interest**

14.1 Subject to Article 14.2, if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Club in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14.2 The prohibition under Article 14.1 shall not apply when:

14.2.1 the Directors approve the Director counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest;

14.2.2 the Director need not declare an interest pursuant to Section 177 or 182 of the Companies Act; or

14.2.3 the Director's conflict of interest arises from a permitted cause.

14.3 For the purposes of Article 14.2, the following are "permitted causes":

14.3.1 a guarantee, security or indemnity given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Club or any of its subsidiaries (if any);

14.3.2 subscription, or an agreement to subscribe, for securities of the Club or any of its subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

14.3.3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Club or any of its subsidiaries (if any) which do not provide special benefits for Directors or former Directors.

14.4 For the purposes of this Article 14, references to proposed decisions and decision-making processes include any meeting of the Directors or part of a meeting of the Directors.

14.5 Subject to Article 14.6, if a question arises at a meeting of the Directors or of a committee of the Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman of the Directors whose ruling in relation to any Director other than himself is to be final and conclusive.

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

14.7 A Director may vote, and count towards the quorum, in regard to any transaction or arrangement in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Club only where such matter has been authorised by the Directors in accordance with Section 175 of the Companies Act.

15 **Appointment of Directors**

15.1 Those persons notified to the Registrar of Companies as the first Directors of the Club shall be the first Directors.

15.2 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:-

15.2.1 by Ordinary Resolution, or

15.2.2 by a decision of the Directors.

PROVIDED ALWAYS that the maximum number of Directors that may be hold office at any time shall be limited to twelve (12)

15.3 In any case where, as a result of death, the Club has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director.

15.4 For the purposes of Article 15.3 where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

15.5 A person ceases to be a Director as soon as:-

15.5.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;

15.5.2 a bankruptcy order is made against that person , or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

15.5.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

15.5.4 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;

15.5.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

15.5.6 notification is received by the Club from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);

15.5.7 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason; or



15.5.8 at a general meeting of the Club, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views.

## 16 **Directors' remuneration and expenses**

16.1 Directors may undertake any services for the Club that the Directors decide.

16.2 Directors are entitled to such remuneration as the Directors determine for any service which they undertake for the Club PROVIDED ALWAYS THAT:-

16.2.1 Directors shall not be entitled to any remuneration for their services to the Club as Directors; and

16.2.2 any such services must be procured on an arm's length basis

16.3 The Club may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:-

16.3.1 meetings of Directors or committees of Directors;

16.3.2 General Meetings

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

## 17 **Transactions or other arrangements with the Club**

17.1 Subject to sections 177 and 182 of the Act and these Articles, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Club:

17.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;

17.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;

17.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or Participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;

17.1.4 may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

17.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested; and

17.1.6 shall not, save as he may otherwise agree, be accountable to the Club for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

## 18 **Secretary and Other Officers**

The Directors may appoint any person who is willing to act as the Secretary of the Club (or such officers as the Directors consider appropriate from time to time) for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.

## 19 **Administrative Arrangements**

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

19.2 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

19.3 A Director may agree with the Club that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

19.4 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 referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

19.5 The Directors must cause minutes to be made in books kept for the purpose:

19.5.1 of all appointments of officers made by the Directors;

19.5.2 of all resolutions of the Club and of the Directors; and

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

and any such minute, if purported to be signed (or in the case of minutes of Directors' 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 Director of the Club, be sufficient evidence of the proceedings.

- 19.6 The minutes must be kept for at least seven years from the date of the meeting, resolution or decision.
- 19.7 The Directors shall comply with the requirements of the Companies Acts 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 Regulator of:
- 19.7.1 annual reports;
- 19.7.2 annual returns; and
- 19.7.3 annual statements of account.

## 20 **Indemnity and Insurance**

- 20.1 Subject to Article 20.2, a relevant Director of the Club or an associated company may be indemnified out of the Club's assets against:-
- 20.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club or an associated company;
- 20.1.2 any liability incurred by that Director in connection with the activities of the Club or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
- 20.1.3 any other liability incurred by that Director as an officer of the Club or an associated company.
- 20.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 20.3 In this Article:-
- 20.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
- 20.3.2 a "relevant director" means any director or former director of the Club or an associated company;
- 20.3.3 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Club, any associated company or any pension fund or employees' share scheme of the Club or associated company; and
- 20.4 The Directors may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant director in respect of any relevant loss.

## 21 **Rules**

- 21.1 Subject to Article 21.3, the Members in General Meeting may from time to time make, vary and revoke Rules.
- 21.2 Rules made pursuant to Article 21.1 must, in order to be valid, be compliant with the Companies Act and these Articles.

21.3 Subject to those Rules to be made, varied or revoked by the Members in General Meeting in accordance with Article 21.1 the Directors shall have the power to make, vary and revoke the Rules including, but not limited to, Rules:

21.3.1 setting out different categories of membership of the Club;

21.3.2 setting the criteria for admission to membership of the Club for the different categories of members;

21.3.3 creating regulations, standing orders and/or bye-laws for the better administration of the Club and to regulate the function, role and operation of committees to assist the board in the better administration of the Club; and

21.3.4 setting or adopting such other regulations or policies, as the board thinks fit;