

Registered No: 254098

ARTICLES OF ASSOCIATION

OF

**BROOKLANDS CRICKET,
LAWN TENNIS AND HOCKEY CLUB, LIMITED**

(Adopted by special resolution on 23 March 2011)

THE COMPANIES ACT 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

BROOKLANDS CRICKET, LAWN TENNIS AND HOCKEY CLUB, LIMITED

(Adopted by special resolution on 23 March 2011)

1. PRELIMINARY

1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007, the Companies Act (Tables A to F) (Amendment No. 2) Regulations 2007 and the Companies (Table A to F) (Amendment) Regulations 2008 (such Table being hereinafter called "**Table A**") shall apply to the Club save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Club.

1.2 Regulations 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Club.

2. INTERPRETATION

2.1 In these Articles the following expressions have the following meaning unless inconsistent with the context:-

"**Act**" the Companies Act 2006 including any statutory modification or re-enactment of them for the time being in force

"**Articles**" these Articles of Association and the regulations of the Club from time to time in force

"**Board**" the Board of Management for the time being of the Club consisting of those persons detailed in Article 5.1

"**Club**" the above named company

"**Section**" a playing section of the Club which plays or practices a particular sport or game (for example, the Cricket Section)

2.2 words importing the singular number only shall include the plural number and vice versa;

2.3 words importing the masculine gender only shall include the feminine gender;

2.4 words importing persons shall include unincorporated bodies and corporations;

2.5 subject to the foregoing, any words or expressions defined in the Act, if not inconsistent with the subject or context, bear the same meanings in these Articles; and

2.6 Regulation 1 in Table A shall be read and construed as if the definition of the "**holder**" were omitted therefrom.

3. **NAME**

The name of the Company (hereinafter called the "**Club**") is Brooklands Cricket, Lawn Tennis and Hockey Club, Limited.

4. **OBJECTS**

The objects for which the Club is established are:-

- 4.1 to cultivate, provide facilities for, promote and practice the games of cricket, lawn tennis, lacrosse, squash, bowls and hockey, and any related athletic or other games, sports, amusements, fitness and leisure activities and to promote community participation in the same in the area of South Manchester;
- 4.2 to maintain any land held or acquired by the Club for the aforesaid objects, and to maintain and conduct the Club for the accommodation of the members of the Club and their friends, and generally to afford them all the usual privileges, advantages, conveniences and accommodation of a club and to enter into contracts or arrangements with any person, firm or company in connection with the provision of goods and services to or by the Club;
- 4.3 to collect and receive all money given, subscribed or paid for the purposes of the Club, and to promote and hold, either alone or jointly with any other association, club or persons, matches, competitions, tournaments and meetings for the playing of cricket, lawn tennis, lacrosse, squash, bowls or hockey, or any other related athletic games, sports or amusements, and to offer, give or contribute towards prizes and awards therefor, and to promote, give or support dances, concerts and other entertainments, dinners, suppers and other social functions of any nature, and to supply all kinds of liquors, including intoxicating liquors, provisions and refreshments required or used by the members of the Club or other persons frequenting the premises of the Club;
- 4.4 to erect, improve, enlarge, furnish or later any buildings for the purposes of the Club, and to maintain such premises, and to supply the same with all such fittings and apparatus as may be deemed requisite;
- 4.5 to purchase or hire and maintain and dispose of tractors, lawnmowers and other plant and machinery, and to purchase, hire, make or provide and maintain and dispose of all equipment used in connection with any of the games or sports undertaken by the Club, also motor cars, furniture, plate, line, glass, papers, periodicals, stationery, billiard tables, cards, games, books, implements, machines, utensils and other things required or which may be conveniently used in connection with the grounds, pavilion and other premises of the Club by persons frequenting the same, whether members of the Club or not;
- 4.6 to acquire by purchase, lease, exchange, hire or otherwise lands and hereditaments of any tenure or any interest in the same and to erect and construct buildings of every description on any land of the Club or on any other land or heraditament, and to pull down, repair, enlarge, alter and improve and buildings thereon, to convert and appropriate any such lands into roads, streets, and gardens, and other conveniences and generally to improve the property of the Club, and to manage and direct the management of, develop, exchange, lease, let or otherwise mortgage, charge, sell, surrender, exchange, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property or any part of the property or any rights of the Club;
- 4.7 to lay out, prepare and maintain any land acquired or held by the Club for cricket, lacrosse, squash, bowls, lawn tennis or hockey and other related outdoor and indoor

games and sports, and to enter into any contacts with any person, firm or company for the making of cricket pitches, lawn tennis courts, hard or patent courts, covered courts, and hockey pitches and generally for the purposes of developing the land and premises of the Club in relation to the aforesaid games and sports;

- 4.8 to hire and employ all classes of persons considered necessary for the purposes of the Club, and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities and pensions;
- 4.9 to invest and deal with the monies of the Club not immediately required in such securities and in such manner as may from time to time be determined;
- 4.10 to borrow or raise and give security for money in such manner as may be thought fit and in particular by the issue of or upon bonds, debentures or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the assets and property of the Club;
- 4.11 to support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Club or its employees, or may be connected with any town or place within ten miles of the main pavilion of the Club;
- 4.12 to pay all or any expenses incurred in connection with the formation, promotion, registration and incorporation of the Club;
- 4.13 to do such things as the Board consider to be in the best interests of the Club;
- 4.14 to do all such other things as are incidental or conducive to the attainment of the above objects or any of them; and
- 4.15 to do all or any of the above things or matters either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contracts or otherwise and either alone or in conjunction with others;

AND the objects of the Club as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Club and shall not be in any way limited by reference to any other paragraph or the name of the Club.

5. USE OF THE PROPERTY AND FUNDS OF THE CLUB

The property and funds of the Club may not be used for the direct or indirect private benefit of members other than reasonably permitted by these Articles and bye-laws of the Club from time to time.

6. LIABILITY OF THE MEMBERS

- 6.1 The liability of the members is limited.
- 6.2 Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he is a member, or within 12 months of him ceasing to be a member for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a member, and of the costs and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding one pound (£1).

7. MANAGEMENT OF THE CLUB AND POWERS OF THE BOARD

- 7.1 The whole management of the Club shall be solely vested in the Board who shall have full power to manage the property and assets of the Club for the purpose of carrying

out its objects and as may be exercised by the Club and do anything that may be done by the Club except where under these Articles for the time being in force the power must be exercised or the thing be done by the Club in General Meeting; and

7.2 When exercising the power referred to in Article 7.1, the Board shall have due regard to the law relating to disability discrimination and child protection.

8. THE BOARD

8.1 The Board shall consist of the following elective members:

8.1.1 the President;

8.1.2 the Chairman;

8.1.3 the Honorary General Secretary;

8.1.4 the Honorary Treasurer;

8.1.5 the Honorary Membership Secretary;

8.1.6 the Honorary Ground Secretary; and

8.1.7 three other members of the Club ("**Elected Members**"), one of whom shall have responsibility as child welfare and child protection officer (as the Board shall decide),

each of whom shall be a director of the Club.

8.2 The Board shall have full power to act notwithstanding that any vacancy shall occur and shall not have been filled.

8.3 The Chairman shall chair meetings of the Board. In the event that the Chairman is not present at a meeting of the Board, the members of the Board present shall nominate one of their number to chair the meeting.

8.4 The Board shall have full power to conduct its proceedings in such manner as it deems fit. No business shall be conducted at any meeting of the Board unless a quorum is present (being 5 members of the Board).

8.5 The Board may delegate its authority to act to such committees as (made up of such persons) as it deems fit and any committee created under this Article 8.5 shall have such power and members as the Board determines from time to time but any report or decision of any such committee shall only be effective when adopted or confirmed by a resolution of the Board;

8.6 Without prejudice to the generality of Article 8.5, the Board shall at its first meeting following each Annual General Meeting of the Club establish a committee which will be known as the Playing Committee, which will consist of:-

8.6.1 the Chairman (who shall chair meetings of the Playing Committee and if he is not present, his nominee shall chair such meetings);

8.6.2 a representative of each Section (such representative having been elected by the relevant Section to sit on the Playing Committee) or the Chairman of the Section (as the relevant Sectional Committee decides) (as defined in Article 11.1);

8.6.3 the Honorary Ground Secretary; and

- 8.6.4 such other persons as the Chairman may, at his discretion, elect (whether on a temporary or permanent basis).
- 8.7 The Playing Committee shall make recommendations to the Board in relation to the following areas of the administration of the Club:-
- 8.7.1 coaching and development;
- 8.7.2 the Club's premises and grounds;
- 8.7.3 issues in relation to the Sections; and
- 8.7.4 the development and improvement of the facilities at any of the Club's premises.
- 8.8 The Board shall have power from time to time to adopt and make such bye-laws for the furtherance of the purposes for which the Club is established and for carrying on its business, as it may consider necessary, including bye-laws regulating conditions of membership, classes of members, entrance fees of new members, rights and privileges of members, powers and duties of the Board and committees and the constitution thereof, procedure at all meetings, and generally all such matters as are commonly the subject matter of club rules. All such bye-laws for the time being in force shall be binding upon all members until the same shall be varied or set aside by a resolution of the Board. No member shall be absolved from such bye-laws by reason of his not having received a copy of the same or of any alteration made therein, or having otherwise no notice of them; provided that no bye-laws shall be made under this Article which would amount to such an addition to or modification of the Articles of Association as could only legally be made by a Special Resolution, passed in accordance with the provisions of the Act.
- 8.9 Without prejudice to the general powers conferred by this Article 8 and the other powers conferred by these Articles, the Board shall have the following express powers:-
- 8.9.1 to interpret and enforce these Articles and the bye-laws and the regulations for the time being of the Club, and to decide any question not covered thereby;
- 8.9.2 to enlist by co-option the services of any person or persons not being members of the Board;
- 8.9.3 to fill casual vacancies occurring in the officers of the Club, the Board and committees thereof;
- 8.9.4 to use or let the ground and premises of the Club or any portion thereof for tournaments, matches, or for other related sporting purposes, on payment of a fee or not as the Board may think fit, and on such occasions to determine that members shall not be entitled ipso facto to enter upon such portions of the ground or premises so being used or let;
- 8.9.5 to nominate for election at an Annual General Meeting to Honorary Life Membership of the Club from time to time such person or persons at it considers are entitled to be so honoured;
- 8.9.6 distribute the funds of the Club to such Section(s) as it shall deem fit provided that if such funds are distributed by the Board all Sections shall be notified of such distribution;
- 8.9.7 in its absolute discretion to deem as Honorary Members of the Club all or any persons coming to the Club's premises for the purpose of participating in

the games and sports from time to time practised by the Club, provided that no such person as aforesaid shall in any case be deemed to be a member for any period in excess of the day or days upon which he or she participates in such games or sports; and

- 8.9.8 if it deems fit in its absolute discretion, remove the authority of a Sectional Committee to administer and run the relevant Section, if such Sectional Committee has, in the Board's opinion, failed to comply with these Articles or has not run the relevant Section in an appropriate manner, for such period as the Board shall determine.
- 8.10 Without prejudice to the provisions of the Act, the Board shall have the power to remove a director for gross mis-management or neglect of his duties to the Club. Should the Board wish to exercise the power set out in this Article 8.10, it shall call a meeting of the Board for the purpose, at which meeting, the director who is liable to be removed shall be entitled to make representations to the Board regarding his conduct. A vote of the Board to remove a director may only be taken at a meeting convened for that purpose and shall require a unanimous decision of the Board.
- 8.11 Subject to the provisions of the Act, and provided that he has disclosed to the Board the nature and extent of any interest of his, a member of the Board notwithstanding his office:-
- 8.11.1 may be a party to or otherwise interested in any transaction or arrangement with the Club or in which the Club is in any way interested;
- 8.11.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Club or in which the Club is in any way interested;
- 8.11.3 may or any firm or company of which he is a member or director may act in a professional capacity for Club or any body corporate in which the Club is in any way interested; and
- 8.11.4 shall not by reason of his office be accountable to the Club for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 8.12 For the purposes of Article 8.11:-
- 8.12.1 a general notice to the Board that a member of the Board is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 8.12.2 an interest of which a member of the Board has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 8.12.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with a member of the Board shall be treated as an interest of the member of the Board.
- 8.13 Whenever a member of the Board has an interest in a matter to be discussed at a meeting of the Board (or any committee of the Board including, for the avoidance of

doubt, the Playing Committee or any Sectional Committee) the member of the Board concerned shall:-

8.13.1 declare such interest at or before discussions begin on the matter;

8.13.2 unless the Board resolve otherwise:-

- (a) withdraw from the meeting for that item;
- (b) not be counted in the quorum for that part of the meeting; and
- (c) not be entitled to vote on the matter.

8.14 The Board may authorise, to the fullest extent permitted by law, any matter proposed to them which would otherwise result in a member of the Board infringing his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Club and which may reasonably be regarded as likely to give rise to a conflict of interest.

8.15 Authorisation of a matter under Article 8.14 is effective only if:-

8.15.1 the matter has been proposed to the Board by its being submitted in writing for consideration at a meeting of the Board or for the authorisation of the Board by resolution in writing and in accordance with the Board's normal procedures or in such other manner as the Board may approve; and

8.15.2 any requirement as to quorum at the meeting of the Board at which the matter is considered is met without counting the member of the Board in question and any other interested member of the Board; and

8.15.3 the matter has been agreed to without the member of the Board in question and any other interested member of the Board voting or would have been agreed to if their votes had not been counted.

8.16 Any authorisation of a matter under Article 8.14 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

8.17 The Board may authorise a matter pursuant to Article 8.14 on such terms and for such duration, or impose such limits or conditions on it, as it may decide and vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it. A member of the Board shall comply with any obligations imposed on him by the Board pursuant to any such authorisation.

8.18 Any terms imposed by the Board under Article 8.14 may include (without limitation):-

8.18.1 whether the member of the Board may vote (or be counted in the quorum) at a meeting of the Board or any committee or sub-committee of the Board in relation to any resolution relating to the relevant matter;

8.18.2 whether the member of the Board is to be given any documents or other information in relation to the relevant matter; and

8.18.3 whether the member of the Board is to be excluded from discussions in relation to the relevant matter at a meeting of the Board or any committee or sub-committee of the Board or otherwise.

8.19 The member of the Board shall not be required to disclose any confidential information obtained in relation to the relevant matter (other than through his position as a member of the Board) to the Club or to use or apply it in performing his duties as a

director if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with the matter.

- 8.20 A member of the Board does not infringe any duty he owes to the Club by virtue of sections 171 to 177 of the Act if he acts in accordance with such terms, limits and conditions (if any) as the board may impose in respect of its authorisation of that member of the Board's conflict of interest or possible conflict of interest under Article 8.14.
- 8.21 A member of the Board shall not, save as otherwise agreed by him, be accountable to the Club for any benefit which he (or a person connected with him) derives from any matter authorised by the Board under Article 8.14 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- 8.22 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

9. MEMBERSHIP

General

- 9.1 The number of members who can be registered is not limited.
- 9.2 Membership of the Club shall be open to anyone interested in the sports of cricket, hockey, lacrosse, lawn tennis squash or bowls on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Notwithstanding the foregoing, limitation of membership according to available facilities is allowable on a fair and non-discriminatory basis.
- The Club may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to a separate appeals panel, containing none of the persons involved in the original decision, and decided by a majority vote.
- 9.3 Unless otherwise resolved in General Meeting the membership of the Club shall consist of the following classes:-
- 9.3.1 non-playing membership;
 - 9.3.2 playing membership (which class may be sub-divided in Sections corresponding to the sports and games practiced by the Club for which additional annual playing subscriptions may (at the determination of the Board) be payable);
 - 9.3.3 junior membership (for those who have not attained the age of 18 years, such membership having the same rights to use the Club's facilities in accordance with the bye-laws of the Club from time to time in force and to play for and represent the Club as a playing member provided that a junior member shall have no right to vote at any meeting of the Club or of any Section nor shall they have any right to hold a position as an officer of the Club); and
 - 9.3.4 such other classes of membership as the Board may from time to time determine (including corporate membership),

provided that subscriptions and applications for any such classes of membership are considered by the Board on a non-discriminatory and fair basis.

- 9.4 The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating or wishing to participate in the Club or in the sports or games practiced by it from time to time.

Entrance Fees

- 9.5 All new members may be required to pay an entrance fee should the Board, in its discretion, see fit, whether generally or in respect of any class of membership of the Club or of a Section provided always that entrance fees and the application or suspension of them shall be applied on a non-discriminatory and fair basis and shall be at such levels so as to be consistent with the provisions of Article 9.4 above.

Election of Members

- 9.6 No person shall be eligible as a candidate for election to full membership of the Club before attaining the age of eighteen years but shall be entitled to be admitted as a junior member until such time he or she does obtain such age.
- 9.7 Applications shall be made in the form prescribed for that purpose by the Board.

Temporary Members

- 9.8 The Board shall have power at their discretion to elect temporary members, eligible to participate in any one or more of the sports or games practised at the Club, with or without entrance fee until such time as their full or junior membership (as applicable) is approved by the Board or for a period not exceeding three weeks, whichever is the sooner. The fees for such members shall be determined by the Board and such members shall not be eligible to attend or vote at any General Meeting, or to hold office, and shall have no interest in the property or assets of the Club.
- 9.9 Notwithstanding the provisions of Article 9.8 above, any person (other than a member of the Club or any person who is given temporary membership pursuant to Article 9.8 above from time to time) who uses the facilities of the Club at any time shall become a temporary member of the Club for such time as that person remains on the Club's premises. Such persons shall be subject to these Articles and any bye-laws of the Club from time to time in force but shall not be entitled to represent the Club or any Section in any sport or game played by the Club or any Section.

Subscriptions

- 9.10 The annual subscriptions payable by members of the Club shall be such as the Club in General Meeting shall from time to time prescribe and shall be paid in such manner as the Board shall from time to time determine.
- 9.11 All subscriptions to the Club shall become due, in the case of non-playing members, playing members of the Cricket Section, playing members of the Bowls Section and playing members of the Lawn Tennis Section, on 1 May in each year or, in the case of playing members of the Hockey Section, playing members of the Lacrosse Section and playing members of the Squash Section, on 15 October in each year and shall be paid to the Honorary Membership Secretary of the Club or to anyone authorised by the Board to act on his behalf.
- 9.12 In the event of a member's subscription being, in the case of a non-playing member, a member of the Cricket Section, a playing member of the Bowls Section or a playing member of the Lawn Tennis Section, unpaid on 1 June or, in the case of a member of the Hockey Section, a playing member of the Lacrosse Section and a playing member of the Squash Section, unpaid on 15 November, in each year, the Board shall have the power to terminate his or her membership upon which event such member shall cease to have any rights or privileges in connection with the Club or its assets without prejudice to any right or claim of the Club against such member. Any member whose

membership of the Club ceases under this Article 9.12 may have his or her membership reinstated at the direction of the Board upon full payment of his or her arrears.

- 9.13 The payment of his subscription by a playing member shall entitle him to use of the Club's social facilities.

Resignations

- 9.14 Any member may terminate his or her membership of the Club, either generally or in respect of any Playing Section thereof, by notice in writing to the Honorary Membership Secretary of his or her intention so to do, such notice to expire not later than:-

9.14.1 in the case of a non-playing member, a playing member of the Cricket Section, a playing member of the Bowls or playing members of the Lawn Tennis Section, 31 March; or

9.14.2 in the case of a playing member of the Hockey Section, a playing member of the Lacrosse Section or a playing member of the Squash Section, 14 October,

in the current year of the Club for which his or her subscription has been paid, and in failing to serve such notice in accordance with this Article 9.14 shall be liable to pay his or her subscription for the ensuing year. For the avoidance of doubt, a member giving notice to terminate his membership in accordance with this Article 9.14 or a member who has his membership terminated or suspended in accordance with Article 9.15 shall not be entitled to any refund of his subscription.

Suspension and Expulsion

- 9.15 Any member whose conduct shall be deemed to be contrary to the welfare and best interests of the Club (which conduct may include, without limitation, theft, violent behaviour, inappropriate language or conduct whilst representing the Club or using its facilities or conduct or character likely to bring the Club into disrepute) may be requested on seven days notice in writing to such member to attend before a Disciplinary Committee (such committee having been created by the Board pursuant to Article 8.4 and consisting of such three members of the Board as the Board deems fit) at such time and place as the Disciplinary Committee determine to give an explanation as to their conduct or behaviour (whether by written and/or oral representation, within 7 days of the date of the notice given to the member by the Board. If the relevant member fails to attend when required and/or fails to make satisfactory written or oral representations (in reasonable opinion of the Disciplinary Committee), the Board shall have the power to suspend (for such period as the Board shall determine) or expel such member from the Club.

Appeal against such a decision may be made to a separate appeals panel (such panel having been created by the Board pursuant to Article 8.4 and consisting of such three members of the Board as the Board deems fit but containing none of the persons involved in the original decision), and decided by a majority vote. The appeals panel shall have the power to affirm the decision of the Disciplinary Committee or to remit the decision to the Disciplinary Committee for reconsideration. The decision of the appeals panel in this regard shall be final.

Effect of Resignations

- 9.16 A member:-
- 9.16.1 in the case of a non-playing member, a playing member of the Cricket Section, a playing member of the Cricket Section, a playing member of the

Lawn Tennis Section or a playing member of the Bowls Section, resigning his membership pursuant to Article 9.14, from 30 April in the year in which he serves notice indicating his intention to terminate his membership;

- 9.16.2 in the case of a playing member of the Hockey Section, a playing member of the Lacrosse Section, or a playing member of the Squash Section, resigning his membership pursuant to Article 9.14, from 15 October in the year in which he serves notice indicating his intention to terminate his membership;
- 9.16.3 in the case of a member expelled or suspended in accordance with Article 6.15 immediately on receipt by that member of notice of his expulsion, or suspension; and
- 9.16.4 in the case of a member who's membership ceases pursuant to Article 9.12, from the date upon which his membership ceases,

shall cease to have any rights and privileges in connection with the Club or its assets, without prejudice to any rights or claims of the Club against that member. For the avoidance of doubt, if a member is suspended pursuant to Article 6.15, or who ceases to be a member pursuant to Article 6.12 has his membership reinstated by the Board, his rights and privileges with regard to the Club and its assets shall also be reinstated.

10. **GENERAL MEETINGS**

10.1 Until otherwise resolved in General Meeting of the Club:-

- 10.1.1 during the month of March in every year, at such time and place as the Board shall appoint, the Club shall hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notice calling it;
- 10.1.2 a General Meeting (not being the Annual General Meeting) may be convened by the Board whenever it thinks fit, and shall also be convened by the Honorary General Secretary within six weeks of the receipt by him of a requisition in writing to that effect signed by fifty members. Every such requisition shall specify the business for which the meeting is to be convened and no other business shall be transacted at such meeting;
- 10.1.3 twenty members present in person entitled to vote shall form a quorum at all General Meetings of the Club. If within half an hour from the time appointed for the meeting a quorum of members is not present, the meeting, if convened on the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the following week, at the same time and place and if within half an hour of the time appointed for the adjourned meeting a quorum of members is not present, the members present and entitled to vote shall be a quorum. The Chairman may with the consent of the meeting adjourn any meeting from time to time, but no other business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place;
- 10.1.4 all business shall be deemed special that is transacted at a General Meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts and balance sheet and the report of the Board and the accountants for the past year, the election of officers and members of the Board, the President and Vice-Presidents for the ensuing year, and the consideration and determination of the subscriptions payment by members for the ensuing year;
- 10.1.5 all ordinary business of a General Meeting shall be decided by a bare majority of votes properly recorded at such meeting but all special business

shall (subject to the provisions of the Act) be decided by a 75% of members votes properly recorded at such meeting;

- 10.1.6 all questions brought before a General Meeting shall be decided on a show of hands, provided that the Chairman shall, at his discretion, be entitled to require a question to be decided on a secret ballot of the members entitled to attend and vote at General Meetings. A member must be present in person at a General Meeting in order to be able to vote on the business put to that General Meeting.
- 10.2 The following matters must be approved by the Club in General Meeting (as special business) before the Board shall have the authority to act in relation to such matters:-
- 10.2.1 the winding-up of the Club or the entering into by the Club of any solvent or insolvent arrangement with its creditors;
- 10.2.2 the sale or leasing by the Club of any of its material assets (and the Club's premises at Georges Road, Brooklands, Sale, Cheshire and any facilities, pitches or building located there, shall be considered as a material asset for this purpose);
- 10.2.3 borrowing by the Club in an amount in excess of £50,000; and
- 10.2.4 the dissolution of a Section.
- 10.3 Notices of every General Meeting, stating the date, time and place thereof, the business to be transacted and a copy of any resolution to be moved of which due notice has been given, shall be sent to every member at least twenty-one days prior to the date fixed for such meeting. In the case of an Annual General Meeting the notice shall be accompanied by a copy of the Board's report, statement of accounts for the past year and the names of the members nominated as officers and members of the Board, the President, and Chairman for the ensuing year. The accidental omission to give any such notice to any member entitled thereto or the non-receipt thereof by any such member shall not invalidate the proceedings of any general meeting.
- 10.4 The following rules shall govern nominations, resolutions and amendments at General Meetings, namely:-
- 10.4.1 candidates for the office of President, Chairman, Honorary General Secretary, Honorary Treasurer, Honorary Membership Secretary, Honorary Ground Secretary and the Elected Members shall be proposed and seconded by two members of the Club;
- 10.4.2 every nomination other than that by the Board shall be in writing and shall be sent so as to reach the Honorary General Secretary on or before the 1 February in each year;
- 10.4.3 any resolution may be brought forward at the Annual General Meeting by:-
- (a) the Board;
 - (b) any Sectional Committee; or
 - (c) any two members,
- provided that in the case of (b) and (c) due notice thereof in writing be given to the Honorary General Secretary on or before the 1 February in each year; and

10.4.4 amendments to any such resolution may be proposed in the same manner as specified in 10.4.3 above provided that due notice thereof in writing be given to the Chairman prior to the commencement of the meeting.

10.5 The Chairman, if present, shall occupy the chair at all General Meetings. In the absence of the Chairman, a member of the Board shall chair the meeting. In the absence of a member of the Board, each meeting shall elect its own chairman.

10.6 The members of the Board (including the Elected Members) shall retire annually at the Annual General Meeting but shall be eligible for re-election provided that no person shall hold the office of President or Chairman for more than three consecutive years.

11. **SECTIONS**

11.1 Each Section shall at its Annual Sectional Meeting (as referred to in Article 11.3.1 below) appoint a Sectional Committee (in the same manner as the Board is appointed) which will consist as a minimum of the following members:-

11.1.1 Section Chairman;

11.1.2 Section Secretary;

11.1.3 Section Treasurer;

11.1.4 Section Fixture Secretary;

11.1.5 Section Junior Development Officer; and

11.1.6 Section Membership Liaison Officer.

11.2 Each Sectional Committee shall have responsibility for and the delegated authority from the Board to deal with the following matters:-

11.2.1 the administration of its sport and the teams within the Club who play that sport (including, but not limited to, dealing with leagues and relevant governing bodies and liaising with the Honorary Ground Secretary);

11.2.2 ensuring all persons who represent the Club in that Section's sport are members of the Club;

11.2.3 setting the annual budget for that Section (to be submitted to the Board for approval);

11.2.4 preparation of annual sectional accounts (to be submitted to the Board for approval);

11.2.5 general development of that Section;

11.2.6 development of the junior members of that Section, and encouraging new junior members to join the Club to play that Section's sport and ensuring that the Club's child welfare and child protection policies are properly applied;

11.2.7 maintenance of a register of the members of the Club affiliated to that Section (such register to be submitted to the Board on request); and

11.2.8 to the extent necessary for that Section, raising funding and/or grant monies for that Section from relevant local authorities and sporting bodies,

provided that a Sectional Committee shall not be entitled to offer employment or seek to engage any person without the approval of the Board (for the avoidance of doubt,

coaches may be engaged without reference to the Board, if that person is engaged on a self-employed basis and the Sectional Committee is to be satisfied as the qualifications of any coach and it must carry out the appropriate Criminal Records Bureau checks if that person is to work with junior members).

11.3 Until otherwise resolved in General Meeting of the Club:-

11.3.1 in every year, each of the Sections shall hold an Annual Sectional Meeting open only to members of the relevant Section (provided that members of the Board shall be entitled to attend and speak at such Meetings). The dates of such Meetings shall be notified by the Secretary of the relevant Sectional Committee, such dates to be arranged within one month of the end of the normal playing season of the Section;

11.3.2 the business of an Annual Sectional Meeting shall be to confirm the minutes of the last Annual Sectional Meeting, to receive the report of the Sectional Committee for the past year, to elect the officers and members of that Section Committee for the ensuing year, and to discuss any matters appertaining to the particular sport, game or department of the Club managed by the Sectional Committee convening the meeting, or matters directly affecting the members of the relevant Section and, if thought fit, to pass resolutions thereon for the consideration of the Board or to be moved at the next Annual General Meeting;

11.3.3 a Sectional Meeting (other than the Annual Sectional Meeting) may be convened by any Sectional Committee whenever it thinks fit, and shall be convened by its Secretary within four weeks after the receipt by him or her of a requisition in writing to that effect signed by any fifteen members of the relevant Section. Every such requisition shall specify the business for which the meeting is to be convened and no other business shall be transacted at such meeting;

11.3.4 no business other than the formal adjournment of the meeting shall be transacted at any Sectional Meeting unless a quorum is present, and such quorum shall consist of not less than fifteen members of the relevant Section present and entitled to vote;

11.3.5 all business of a Sectional Meeting shall be decided by a bare majority of votes and every question shall be decided by a show hands provided that the Chairman of the Section shall at his discretion be entitled to require a question to be decided on a secret ballot of the members of the relevant Section entitled to attend and vote at the relevant Sectional Meeting. In the case of equality of votes, the Chairman of the Sectional Meeting shall have a second or casting vote; and

11.3.6 notice of every Sectional Meeting, stating the date, time and place thereof and the business to be transacted shall be sent by the Secretary of the Sectional Committee calling the meeting to every member entitled to attend and vote at least fourteen days prior to the date fixed for such meeting.

11.4 With respect to Sectional Meetings, nominations may be made for resolutions or amendments thereto may be proposed at any Annual Sectional Meeting by any two members present and entitled to vote, without any previous notice having been given. Members of any Sectional Committee (other than those who are members of the Board) shall retire annually at the Annual Sectional Meeting of the relevant section but shall be eligible for re-election. The Chairman, if present, shall occupy the chair at all Sectional Meetings. In the absence of the Chairman, each meeting shall elect its own chairman.

12. **THE SEAL**

The Board shall, if it deems appropriate provide a seal for the use of the Club, and shall also provide for its safe custody, and the same shall never be used to except by the authority of the Board previously given and in the presence of two members of the Board, who shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by the Honorary General Secretary or some other person appointed by the Board.

13. **ACCOUNTS**

Unless and until the Club in General Meeting shall otherwise decide, the financial year of the Club shall close on the 30 November in each year, an Income and Expenditure Account and Balance Sheet shall be prepared and completed by the Honorary Treasurer and shall be reviewed and checked by an independent accountant (appointed at each Annual General Meeting) as soon as possible thereafter.

14. **NOTICES**

14.1 The Club can deliver a notice or other document, to a member:-

14.1.1 by delivering it by hand to the address recorded for the member on the register of members;

14.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the member on the register of members;

14.1.3 by fax (except in respect of a membership certificate or card) to an address notified by the member in writing;

14.1.4 by electronic mail (except in respect of a membership certificate or card) to an address notified by the member in writing; and

14.1.5 by a website (except in respect of a membership certificate or card) the address of which shall be notified to the member in writing.

14.2 This article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

14.3 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the member.

14.4 If a notice or document is sent by post or other delivery service not referred to below, it is treated as being delivered:-

14.4.1 24 hours after it was posted, if first class post was used; or

14.4.2 72 hours after it was posted or given to delivery agents, if first class post was not used,

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service showing that the envelope containing the notice or document was:-

14.4.3 properly addressed; and

14.4.4 put into the post system or given to the delivery agents with postage or delivery paid.

- 14.5 If a notice or document (other than a membership certificate or card which cannot be delivered in electronic form) is sent in electronic form (as defined in section 1168 of the Companies Act 2006), proof that it was sent in accordance with guidance issued by the Institute or Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given, and such a notice shall be deemed to be given at the expiration of 24 hours after the time it was sent.
- 14.6 If a notice or document (other than a membership certificate or card which cannot be delivered by posting upon a website) is posted upon a website, it is treated as being delivered when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 14.7 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom, the Club is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in the Manchester Evening News or any similar Manchester based newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Club shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

15. **ALTERATION OF ARTICLES**

These Articles may be altered by Special Resolution of the Club passed in accordance with the provisions of the Act.

16. **WINDING UP**

16.1 The members may vote to wind up the Club if not less than 75% of those present and voting support that proposal at a properly convened General Meeting.

16.2 The Board will then be responsible for the orderly winding up of the Club's affairs.

16.3 After settling all liabilities of the Club, the Board shall dispose of the net assets remaining to one or more of the following:-

16.3.1 to another Club with similar sporting purposes which is a registered charity; and/or

16.3.2 to another Club with similar sporting purposes which is a registered CASC (having the meaning given to that expression in Article 17 below); and/or

16.3.3 to the sport's governing bodies for use by them for related community sports.

17. **PRIORITY**

Where there is any conflict between any of Article 4.1 and 5 of the Memorandum and Articles 9.1, 9.2 and 9.4 of these Articles ("**Key Rules**") and any other rule or rules of the Club (whether contained herein or otherwise whatsoever) the Key Rules will take priority. Interpretation of all the Rules must be consistent with the statutory requirements for CASCs (which means Community Amateur Sports Clubs as first provided for by the Finance Act 2002).