

**ARTICLES OF ASSOCIATION**  
**OF**  
**FRESHWATER BAY GOLF CLUB**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**1. INTERPRETATION**

In these Articles:

“the Act” means the Companies Act 2006 including any re-enactment or statutory modification.

“the Company” means Freshwater Bay Golf Club.

“the Board” means the Board of Directors of the Company acting collectively.

“the Bye-Laws” means the Bye-Laws laid down by the Board in force from time to time.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification not yet in force when these Articles become binding on the Company. The masculine includes the feminine and, where appropriate, the singular includes the plural.

**2. OBJECTS**

The objects for which the Company is established are:

- a. To acquire and take over all or any part of the undertaking, assets and liabilities of the present unincorporated association known as Freshwater Bay Golf Club.
- b. To promote and encourage community participation and provide all necessary facilities for the amateur sport of golf in Freshwater, Isle of Wight, and to foster social relationships amongst members as an adjunct to the sporting purposes of the Company.
- c. To manage, maintain and develop all or any part of the lands and buildings occupied by the Company for the benefit of its members.
- d. To buy, supply and sell all kinds of equipment used in connection with the game of golf and all liquors, provisions and refreshments required by members or other persons frequenting the course, clubhouse and other premises of the Company.
- e. To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them, in return for services rendered to the Company, salaries, wages, gratuities and pensions.

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- f. To establish, promote or subscribe to any other association or club whose objects are similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company.
- g. To promote and hold, either alone or jointly with other associations or clubs, golf meetings, competitions and matches.
- h. To purchase, take on lease, hire or otherwise acquire any property, rights, privileges or equipment which the Company may think necessary or convenient for the promotion of its objects.
- i. To sell, let, mortgage, dispose of or turn to account all or any of the property and assets of the Company as may be thought expedient with a view to the promotion of its objects.
- j. To borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may from time to time be determined.
- k. To invest and deal with the monies of the Company not immediately required upon such investments, security or property and in such manner as may from time to time be determined.
- l. To do all such things as are incidental or conducive to the attainment of any of the above objects.
- m. To do all such things as the Directors consider to be in the best interests of the Company.

3. **STATUS**

The Company is a non-profit making company and accordingly all income and property howsoever derived shall be used solely towards the promotion of its objects and no portion thereof shall be paid or transferred, directly or indirectly, as dividend, bonus or otherwise, by way of profit to the members of the Company or third parties.

4. **MEMBERSHIP**

- a. Membership of the Company shall be open to all on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.
- b. The Company may have different classes of membership and subscription on a non-discriminatory and fair basis.
- c. Subscriptions will be kept at a level which will not pose a significant obstacle to membership and the use of the Club's facilities.

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- d. The Board of Directors may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the members.
- e. A register of members is to be maintained as required by the Act.
- f. The Company members are the subscribers to the Memorandum of Association and every person who has been approved for membership of the Company following application in the form and manner determined by the Board.
- g. The rights of a member as such are personal and not transferable and cease upon his death.
- h. As every member, upon payment of Entrance Fee (if any) and Subscription becomes entitled to the benefits and privileges of the Club, such payment is deemed to be a declaration of acceptance of the Bye-Laws, and an agreement to be bound by them and to any amendments which may be made to them.
- i. The Board shall have the power to take disciplinary action, including expulsion, against any member in accordance with the procedure laid down in the Bye-Laws.
- j. Any member of the Company who ceases to be a member for whatever reason forfeits all rights to claim upon the Company, its property or funds, or return of fees or subscriptions paid and remains liable for any fees or charges due from him as at the date of cessation including, for the avoidance of doubt, the undertaking to contribute the sum of One Pound Sterling set out in Article 5 below.

**5. LIABILITY OF MEMBERS**

Every member of the Company undertakes to contribute to the Company's assets if it is wound up while he is still a member or within one year afterwards, for payments of the debts and liabilities of the Company contracted before he ceased to be a member, for the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding One Pound Sterling.

**6. GENERAL MEETINGS**

- a. **Annual General Meeting.** The Company shall hold a general meeting in each year as its Annual General Meeting and shall specify the meeting as such in the notices convening it. Not more than 15 months shall elapse between the date of one Annual General Meeting and the next and they shall be held at such time and place as the Board shall appoint, at not less than 14 days notice to members. Business shall be restricted to:
  - (1) Approval of the Minutes of the previous AGM and any EGM held during the year.
  - (2) Receive annual report and accounts.

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- (3) Consideration of members' motions.
  - (4) Election of Directors and Club officials.
  - (5) Amendments to the Articles of Association.
  - (6) Appointment of auditors.
- b. **Extraordinary General Meetings.** All general meetings other than the Annual General Meeting shall be called extraordinary general meetings which may be summoned by the Board at any time at not less than 14 days notice to members. Additionally, the Board shall give notice of an extraordinary general meeting within 21 days of receipt of a requisition for such a meeting signed by at least 15 members of the Company stating the resolution to be proposed. The meeting shall be held within 28 days of the notice convening the meeting.
- c. **Notice.** Notice is to be given to all Company members but the accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- d. **Quorum.** A general meeting is not valid unless a quorum of 30 members of the Company is present. If a quorum is not present within 30 minutes of the time appointed, the meeting:
- (1) If called pursuant to a request by members, shall be dissolved.
  - (2) In any other case, shall be adjourned to a time and place as the Board may determine. At the adjourned meeting if a quorum is not present within 30 minutes of the time appointed, the meeting shall be dissolved.
- e. **Chairman.** The Chairman of the Board of Directors shall preside as Chairman of general meetings, but if he is not present, one of the Directors will be elected to deputize.
- f. **Passing of Resolutions.** At any general meeting a resolution put to the vote shall be decided on a show of hands unless a poll is demanded, subject to the Act, before or on the declaration of the result of the show of hands by either the Chairman, at least two Company members or persons representing at least 10% of the total voting rights of all the members having the right to vote at the meeting. If no poll is demanded, a declaration by the Chairman that a resolution has or has not been passed whether unanimously or by a majority, and an entry to that effect in the minutes, shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour or against the resolution. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman, and the withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for a poll is made.
- g. **Poll.** If a poll is demanded on the election of a Chairman, or on a question of adjournment, and is not withdrawn, the poll shall be taken forthwith. If demanded on any other matter it shall be taken at such time as the Chairman directs but within 30 days of the date demanded. He is not empowered to extend the poll to Company members who were not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.

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- h. **Voting.** Every member of the Company shall be entitled to vote at general meetings provided all monies due by him to the Company are paid. In the case of proposed revisions to the Articles of Association, such resolutions shall not be declared carried unless supported by at least two-thirds of those attending and voting. On all other subjects, in the event of the voting for and against a motion being equal, the Chairman shall have the right to exercise a second and casting vote.
- i. **Proxies.** Any member of the Company may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. Every notice calling a general meeting of the Company shall include, with reasonable prominence, a statement informing the member of his rights to appoint a proxy, which is to be in the following form:

*I ( name ) of ( address ) being a member of Freshwater Bay Golf Club hereby appoint ( name ) of ( address ) as my proxy to vote in my name and on my behalf at the general meeting of the Company to be held on ( date ) and at any adjournment.*

*Date.....*

*Signature.....*

The instrument appointing a proxy must be received by the Company no later than the following time:

- (1) In the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting.
- (2) In the case of a poll taken more than 48 hours after it was demanded, 24 hours before the poll is taken.
- (3) In the case of a poll taken not more than 48 hours after it was demanded, the time it was demanded.

In default of compliance with this Article the instrument of proxy shall not be treated as valid.

**7. MANAGEMENT**

- a. The management of the Company shall be the responsibility of the Board of Directors, elected by Company members at a general meeting. The Board shall have full powers for carrying out the affairs of the Company, including the co-option and delegation of authority to *ad hoc* committees.
- b. It shall be the responsibility of the Board, meeting at regular intervals, to ensure effective management of the Company in all respects and, in particular, to determine and review financial and development policies.
- c. The Directors shall elect a Chairman from within their number and he shall remain as such until either another Director is elected in his place or he ceases to be a Director.

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8. **DIRECTORS**

- a. **Number.** The maximum number of Directors is 9 and at Board meetings 4 Directors are a quorum.
- b. **Remuneration.** No Director shall be appointed to any salaried office and no remuneration or other benefit in money or money's worth shall be paid or given to a Director by the Company, except payment of out-of-pocket expenses properly and reasonably incurred solely in connection with the Directors' duties.
- c. **Election.** One month before the Annual General Meeting of the Company the names of those Directors who are vacating their appointments shall be posted on the Club notice board. Any two members of the Company may make nominations to fill vacancies which are to be given to the Club Secretary in writing at least 14 days before the Annual General Meeting at which time each nomination and the names of the Proposer and Seconder thereof shall be posted on the Club notice board. Elections shall take place at the Annual General Meeting and in the event of there being more nominations than vacancies, election shall be by ballot. No Director may remain in post for more than 3 years without retiring from office. Retiring officials may be re-elected.
- d. **Removal.** The office of a Director shall be vacated by ordinary resolution before the expiration of his period of office if:
  - (1) He holds any office of profit under the Company.
  - (2) He ceases to be a Director by virtue of any provision of the Act.
  - (3) His membership of the Company is terminated.
  - (4) He absents himself from Board meetings for a continuous period of 3 months without special leave of absence from the remaining Directors.
  - (5) He becomes bankrupt or makes any arrangement or composition with his creditors generally; or he is, or may be, suffering from mental disorder.
  - (6) He is disqualified from acting as a Director by operation of law and order of the Court.
- e. **Powers.**
  - (1) Subject to the provisions of the Act and these Articles and to any direction given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
  - (2) The Directors may appoint any person to be an agent of the Company for such purposes and on such conditions as they determine.
  - (3) The Directors may delegate any of their powers relating to golfing matters, social arrangements and day-to-day management (including disciplinary procedures) to a committee entitled the Captain's Committee which shall have the constitution, rights and duties as set out in the Bye-Laws.

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- (4) All cheques and other negotiable instruments and all receipts of monies paid to the Company shall be signed, drawn, accepted and otherwise executed as the Directors shall decide.
  - (5) The Board shall have the power to fill any vacancy in their own number during the year for the unexpired term of the Director creating the vacancy subject to confirmation at the next Annual General Meeting.
- f. **Limitations of Powers.** The Directors do not have the power without the approval of members of the Company in general meeting to:
- (1) Borrow money or incur capital expenditure, in any financial year, in excess of 20% of the total amount received from members' subscriptions in the previous financial year.
  - (2) Impose increases in levels of subscription and entrance fees.
  - (3) Exchange, sell or otherwise dispose of any part of the Course or Clubhouse.

9. **ACCOUNTS**

The Board shall ensure that adequate accounting records are kept which include entries of all sums of money received and expended and a record of the assets and liabilities of the Company necessary to give a true and fair view of the state of the Company's financial affairs. The annual accounts are to be prepared in accordance with the provisions applicable to companies subject to the small companies regime and shall be approved by the Board and signed on behalf of the Board by a Director of the Company.

10. **MINUTES**

The Directors shall ensure that a summary of minutes of all Board meetings are maintained and available to members of the Company, provided that the Board, where it deems appropriate, may omit matters of a confidential or sensitive nature.

11. **BYE-LAWS.**

The Board may from time to time make, amend and repeal any Bye-Law they consider necessary or expedient for the proper conduct and management of the Club, in particular but not exclusively:

- a. Regulate and prescribe such rules as they deem necessary for the nomination and election of the Captain's Committee.
- b. Determine the categories of membership.

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- c. Decide the opening and closing times of the Club's premises and the permitted hours for the supply of alcohol.
- d. Regulate all matters concerning disciplinary procedures, general administration and visitors.

No Bye-Law may be inconsistent with anything contained in the Company's Articles or be in breach of any statutory provision.

**12. INDEMNITY**

Subject to the Act but without prejudice to any indemnity to which he may otherwise be entitled, every Director or other officer or committee member of the Company will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court.

**13. DISSOLUTION**

Upon dissolution of the Club any remaining assets shall be given or transferred to another registered Community Amateur Sports Club, a registered charity or the sport's governing body, for use in related community sport.

**14. COMMUNICATION**

Unless otherwise provided for in the Articles or by the Act, the Company may send a document to a member by:

- a. Post in a prepaid envelope addressed to a member at a UK address.
- b. Electronic means if the member has given an email address for that purpose.