THE COMPANIES ACT 1985 AND 1989

PRIVATE COMPANY LIMITED BY GUARANTEE ARTICLES OF ASSOCIATION OF

THE FULFORD (YORK) GOLF CLUB LIMITED

1 INTERPRETATION

1.1 In these Articles:

(a) "the Act" means the Companies Act 1985 including any statutory modifications or re-enactments thereof for the time being in force.

(b) "the Club" means The Fulford (York) Golf Club Limited.

(c) "the Seal" means the common seal of The Fulford (York) Golf Club Limited.

(d) "the Secretary" means the Secretary of the Club or any other person appointed to perform the duties of the Secretary of the Club, including a joint, assistant or deputy Secretary.

(e) "Member" shall refer to a full playing Member of the Club, of either gender, who has attained the age of 21 years who has paid in full the annual subscription for the time being in force or in any event has contracted to pay in full the annual subscription for the time being in force.

(f) "Member of the Club" shall refer to all classes of member.

(g) "Directors" has the meaning assigned to it by Section 741 of the Act.

(h) "the Rules" mean the rules and bye-laws of the Club adopted by the Board in accordance with Article 24.

(i) "Board" means the Board of Directors of the Club from time to time.

(j) "in writing" means written, printed or transmitted writing including by electronic communication

1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing words in a visible form. Unless the context otherwise requires,
words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Club.

1.3 Words importing the singular number only shall include the plural number and vice-versa. Words importing the masculine gender shall include the feminine gender and words importing persons shall include individuals and bodies corporate and incorporated bodies and partnerships.

2. NUMBER OF MEMBERS

The Club, for the purposes of registration, is declared to consist of a number of Members, such number to be determined from time to time by the Directors.

3. OBJECTS

The Club is established for the purposes expressed in the Memorandum of Association.

4. GENERAL MEETINGS

The Club shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one Annual General Meeting of the Club and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

The Directors may, whenever they may think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on requisition made in writing by any 20 or more Members or, in default, may be convened by such requisitionists. Any requisition made by such Members must state the object of the Meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the Club.

At all General Meetings 12 shall form a quorum.

The Chairman of the Directors shall preside as Chairman at every General Meeting of the Club, or if there is no such Chairman, or if he shall not be present within 15 minutes of the time appointed for the holding of the Meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the Meeting.
5 NOTICES OF GENERAL MEETINGS

An Annual General Meeting and a Meeting called for the passing of a special resolution shall be called by 21 days notice in writing at the least, and a Meeting of the Club other than an Annual General Meeting or a Meeting for the passing of a special resolution shall be called by 14 days notice in writing at the least. The notice period shall be exclusive of the day on which a notice is served or deemed to be served and of the day for which the notice is given, and the notice shall specify the place, the day and the hour of the Meeting and in the case of special business, the general nature of that business and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Club in General Meeting, to such persons as are, under these Articles, entitled to receive such notices from the Club.

Provided that a Meeting of the Club shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:

(a) in the case of a Meeting called as the Annual General by all Members entitled to attend and vote thereat; and

(b) in the case of any other Meeting by a majority in number of the Members entitled to attend and vote at such Meeting, being a majority together representing not less than 95% of the total voting rights at the Meeting of all the Members.

6 NOTICES

All notices under these Articles shall be deemed to be duly served if emailed to the registered email address or posted by ordinary prepaid post to Members to their respective addresses in the Club Register, and the date of such service shall be deemed to be the second working day after posting at the local Post Office. The accidental omission to give any such notice to any Member shall not invalidate the proceedings of any meeting.

7 VOTING

Every Member present at a General Meeting shall be entitled to one vote, unless being a registered holder of a proxy vote for a fellow member.

Any member of the club may appoint another person as their proxy to exercise all or any of their rights to attend and to speak and vote at a meeting of the Company. Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement informing the member of their rights to appoint a proxy and instruction on how to proceed with this option.

In the case of there being an equality of votes, the Chairman of the General Meeting shall have a second or a casting vote.

8 GENERAL MANAGEMENT

The General Management of the Club shall be vested in a Board of Directors consisting of:
• The Captains
• Honorary Treasurer
• and 9 other Members

all of whom shall be the Directors of the Club; and the Secretary of the Club.

The Secretary shall be appointed by the Directors for such time, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The provisions of section 283 of the Act shall apply and be observed. The Directors may from time to time by resolution appoint an Assistant or Deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

9 OFFICERS

The Officers of the Club shall be:

• The Captains
• Honorary Treasurer; and
• Secretary

The Secretary shall conduct the correspondence and shall have the custody of all the documents of the Club and shall cause correct minutes to be kept in the Minute Book of all the meetings of the Club. He, or in his absence, the Chairman of the Directors, shall summon all meetings of the Club and Directors and give all notices required by the Rules and shall enrol all Members of the Club in the Register of Members of the Club. The Honorary Treasurer shall receive and pay all the monies due to or owing by the Club and shall cause correct accounts to be kept and shall submit to the Annual General Meeting an account of income and expenditure for the year duly audited.

10 ROTATION OF DIRECTORS

At the Annual General Meeting of the Club, the Officers, with the exception of the Secretary, and one-third of the Directors for the time being who are not Officers or, if their number is not three or a multiple of three then the number nearest one-third, shall retire from office.

The Directors to retire each year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they agree otherwise amongst themselves) be determined by lot.

A retiring Director, who is not an Officer, shall be eligible for re-election after he/she has served a first term. After serving two consecutive terms he/she will not be eligible for re-election that year.
ELECTION OF OFFICERS, DIRECTORS AND PRESIDENT *

Any two Members may nominate any Member or Members as Officers or as Directors and shall send notice in writing of such nomination or nominations to the Secretary, or enter the same on the Nomination Sheet to be provided for the purpose in the clubhouse. The nomination sheet, which shall be made available for three weeks, will clearly identify the closing date and time that nominations will cease to be accepted; this closing date will be no less than one calendar month prior to the Annual General Meeting.

Any two Members may nominate any Member or Members as President and shall send notice in writing of such nomination or nominations to the Secretary, or enter the same on the Nomination Sheet to be provided for the purpose in the clubhouse. The nomination sheet, which shall be made available for three weeks, will clearly identify the closing date and time that nominations will cease to be accepted; this closing date will be no less than one calendar month prior to the Annual General Meeting.

The President shall be elected in accordance with the procedure set out in Article 11. No person shall be nominated as President who is an Officer or Director of the Club. The President shall serve for a maximum period of three years and shall not be eligible for re-election as President.

VOTING BY BALLOT

The names of the candidates for election shall be printed or written on voting papers and such papers shall be distributed amongst the Members present at the meeting at which the Directors and Officers or President are to be elected. Each Member may vote for as many candidates as he pleases (not exceeding the number of vacancies) by placing an “X” opposite their names on the voting paper. The candidates receiving the greatest number of votes shall be elected, and in the case of an equality of votes, the Chairman shall decide by a casting vote which of the candidates so receiving an equal number of votes shall be elected.

DIRECTORS MAY FILL UP VACANCIES BY SPECIAL RESOLUTION

The Directors shall have the power to fill up any vacancies in their number, or in the Officers of the Club or the Presidency, occurring after the Annual General Meeting. Directors, Officers or Presidents so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for election. The person elected at the next following Annual General Meeting to fill such vacancy shall be subject to retirement at the same time as the Director in whose place he is elected.

MEETINGS OF THE DIRECTORS

The Board of Directors shall meet at such times and places as they themselves shall arrange, but once at least in every month. The Directors shall appoint a Chairman from amongst their
number. In the event of an equality of votes for each nominee the result to be determined by
drawing their names from a hat.

The Chairman or Secretary may at any time at his discretion, and shall upon request of any three
of the Directors, call a Special Meeting of the Board of Directors, a minimum of 24 hours notice
being given by him in such case to every Director.

At all Meetings of the Directors four shall form a quorum. When the number of Directors in
attendance is below quorum, the continuing Directors or Director may act for the purpose of
increasing the number of Directors to the necessary quorum or of summoning a General
Meeting of the Club but for no other purpose.

If any Director shall miss three consecutive Meetings without just cause, he shall be deemed to
have resigned from the Board.

Questions arising at any Meeting shall be decided by a majority of votes. In the case of an
equality of votes the Chairman shall have a second or casting vote.

15 POWERS AND DUTIES OF DIRECTORS

The business of the Club shall be managed by the Directors, who may pay all expenses incurred
in promoting and registering the Club, and may exercise all such powers of the Club as are not,
by the Act or by these Articles required to be exercised by the Club in General Meeting, subject
nevertheless to any restrictions imposed by the Act or these Articles, or any regulations made
hereunder or by such regulations, being not inconsistent with the said regulations or provisions,
as may be prescribed by the Club in General Meeting, but no regulation made by the Club in
General Meeting shall invalidate any prior act of the Directors which would have been valid if
such regulations had not been made.

Without prejudice to the general powers conferred hereby the Directors shall have power:

(a) To purchase, take on lease, hire or otherwise acquire for the purposes of the Club any
real or personal property and to sell, demise, let, mortgage or dispose of the same;

(b) To create a redemption fund, and to take thereout monies for the purchase or discharge
of all or any of the debentures, bills of exchange, promissory notes, or other obligations
or securities of the Club, or for any other purpose of the Club, and to invest any of the
monies of the Club in the purchase or redemption of any such obligations or securities;

(c) To erect, maintain, improve or alter any building for the purposes of the Club and in
particular to erect from time to time all such buildings as they may think necessary for
the requirements of the Club and to maintain, improve or alter such buildings;

(d) With the consent of a General Meeting, to sell or exchange any part of the real or
leasehold estate of the Club and to give or receive any money for equality or exchange;

(e) To borrow or raise money by the issue of or upon bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the Club or by mortgage, or charge of all or any part of the property of the Club, or in such other manner as the Directors shall think fit;

(f) To apply any part of the capital or income of the Club for or towards the maintenance, insurance, preservation, improvement or management of any property of the Club for the time being, or in their occupation as tenants, or the paying or redeeming of any mortgage or charge which may be at the time existing upon any property of the Club, or any debts or liabilities to which the Club may for the time being be liable;

(g) To adopt any contracts entered into on behalf of the Club;

(h) To enter into any contract or take any conveyance or lease in the name of the Club;

(i) To invest such part of the funds of the Club as shall not be required for the immediate purposes of the Club on such securities and on such terms as they may think fit and from time to time vary such investments;

(j) To enter into such contract and to do all such acts and things as they may think expedient for the purposes of the Club;

(k) To appoint and dismiss employees and agents, fix their remuneration and any other benefits as they think fit;

(l) To regulate and limit from time to time the days and times upon which Junior Members, Intermediate Members and Temporary Members shall be entitled to exercise their rights and privileges; and

(m) To discipline, suspend or expel Members.

16 POWER TO APPOINT ATTORNEY

The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Club for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit and any such powers of attorney may contain provisions for the protection and convenience of persons dealing with such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
17 EXECUTION OF MONEY TRANSACTIONS

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Club, shall be signed drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

18 DISQUALIFICATION OF DIRECTORS

The office of Director shall be vacated if the Director:

(a) without the consent of the Club in General Meeting holds any other office of profit in the Club; or

(b) becomes bankrupt or makes any other arrangement or composition with his creditors generally; or

(c) becomes prohibited from being a Director by reason of any order made under Section 295 of the Act; or

(d) becomes of unsound mind; or

(e) resigns his office by notice in writing to the Club; or

(f) is directly or indirectly interested in any contract with the Club and fails to declare the nature of his interest in the manner required by Section 317 of the Act; or

(g) fails to attend three consecutive meetings of the Board without good or sufficient reason.

19 INTEREST IN CONTRACTS

A Director shall not vote in respect of any contract in which he is interested or any matter arising thereout and if he does so vote his vote shall not be counted.

20 REMOVAL OF DIRECTORS BY ORDINARY RESOLUTION

The Club may by ordinary resolution, of which special notice has been given in accordance with these Articles, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Club and such Director.

21 DELEGATION OF POWERS BY DIRECTORS TO COMMITTEES

The Directors may delegate any of their powers to committees consisting of such Members as
they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

22 HOUSE COMMITTEE

There shall be a House Committee elected by the Directors. The supply of wines, spirits and other intoxicating liquors to the Club shall be under the organisation of the House Committee, who shall arrange for the supply thereof to the Members of the Club, and the sale to, and consumption by, non-members attending events at the clubhouse, at such prices as shall, as far as possible, prevent any loss occurring. All such arrangements by the House Committee must first be with the approval of the Board of Directors, who have sole control in these matters.

23 VALIDITY OF RESOLUTIONS SIGNED BY ALL DIRECTORS

A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a Meeting of the Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held.

24 BYE-LAWS AND RULES

The Directors shall have power from time to time to make, alter and repeal all such bye-laws and Rules as they may deem necessary or convenient for the proper conduct and management of the Club and, in particular, but not exclusively, they may by such bye-laws and Rules regulate:

(a) the time of opening and closing any clubhouse belonging to the Club, or any part thereof;

(b) the terms as to the payment or otherwise of admission of Members of the Club to participation in the benefits of any of the privileges of the Club and the use by or supply to Members of the Club of any of the property of the Club;

(c) the limitation of the number of the Members of the Club;

(d) the terms as to payment or otherwise of admission of Members of the Club with qualified privileges;

(e) the admission of Temporary Members of the Club and visitors to the premises and benefits of the Club;

(f) the Rules to be observed and stakes to be played for by Members of the Club or visitors playing any games on the Club premises;

(g) the prohibition of particular games on the Club premises entirely or at any particular times;
(h) the conduct of Members of the Club in relation to one another and to the Club’s employees;

(i) the setting aside of any part or parts of the Club premises for particular purposes;

(j) the imposition of fines for the breach of any Rules or any Articles of Association of the Club;

(k) the procedure at General Meetings and Meetings of the Directors of the Club; and

(l) generally, all such matters as are commonly the subject matter of Club Rules.

25 NOMINATION FOR MEMBERSHIP

Every application for membership shall be made in writing on the prescribed form signed by the candidate and the Members proposing and seconding to both of whom the applicant shall be personally known, unless the application is supported by a letter of introduction. The Secretary will cause every application received to be displayed on the Club notice board for a period of 14 days. If no objections are received the Directors shall invite the candidate for interview, following which the applicant’s name will either be recorded on the waiting list or rejected. The waiting list shall be divided into sections, there being one section for each class of membership and the name of the applicant shall appear in date order of application in the section of the waiting list for the class of membership applied for.

The applicant shall remain on the waiting list until such time as a vacancy exists, when the procedure as set out in Article 26 shall be followed. In the event that a vacancy exists at the date of the application the applicant shall not be placed on the waiting list and the Directors shall after interviewing the applicant either reject his or her application or proceed in accordance with Article 26.

26 ELECTION OF MEMBERS OF THE CLUB

The approved Form of Application for Membership completed as prescribed in Article 25 hereof, shall be posted on the notice board to be kept in the Club by the Secretary for 14 days prior to the meeting of the Directors at which the applicant’s election to Membership is to be considered and any objection to the election of the candidate must be submitted in writing to the Secretary. If an application is refused, no reason for such refusal shall be given to the applicant. The Directors shall keep a record of the persons to whom membership is declined.

An applicant shall be elected by a majority of two thirds of the Directors present voting, and the voting shall be by ballot if so desired by any of the Directors.

27 NOTICE OF ELECTION
When a candidate has been elected, the Secretary shall forthwith send to the candidate, at the address given upon the Form of Application of Membership notice of his or her election and shall direct his or her attention to the Memorandum and Articles of Association and Rules of the Club which shall be available for information in the Clubhouse and a request for payment of the entrance fee (if any) and the first subscription.

28 ADMITTANCE TO MEMBERSHIP

Having met the first part of the entrance fee and first subscription obligations, an elected candidate shall become a Member of the Club. Provided that if such payment be not made within one calendar month of the date of election the Directors may, in their discretion, cancel such election.

29 ENTRANCE FEE AND SUBSCRIPTION

(a) The rates of entrance fee may be varied at any time at the discretion of the Directors.

(b) On attaining the age of 21 Intermediate Members of the Club who have been a member of the Club for the 4 consecutive previous years prior to attaining the age of 21, shall be admitted as Members without the payment of an entrance fee, provided that they become a Member on the date that they become eligible for election as a Member or within a reasonable period thereafter to be determined at the discretion of the Directors. Should an Intermediate Member not take up full membership in accordance with the above then an entrance fee shall be charged.

Intermediate Members of the Club, who have not been a Member of the Club for the 4 consecutive previous years prior to attaining the age of 21, shall be admitted as Members on attaining the age of 21 by payment of a balancing entrance fee being the difference between the paid figure on entry and the full entrance fee current at the date that the Intermediate Member becomes eligible for election as a Member.

If, on attaining the age of 21 a Student Member or an Intermediate Member who has been a Member of the Club for the 3 consecutive previous years prior to attaining the age of 21, is in full time education then that Student Member or Intermediate Member shall be admitted as a Member without the payment of an entrance fee either on the date that the Intermediate Member or the Student Member becomes eligible for election as a Member or on completion of his full time education or within a reasonable period thereafter, such period to be determined at the discretion of the Directors.

Student Members of the Club who have not been a Member of the Club for the 3 consecutive previous years prior to the age of attaining the age of 21 shall be admitted as Members on attaining the age of 21 by payment of a balancing entrance fee being the difference between the paid figure on entry and the full entrance fee current at the date that the Student Member takes up the option to become a Member.
The annual subscription of any individual Member of the Club may, at the discretion of the Directors, from time to time be suspended or reduced during such period and under such conditions as the Directors shall think advisable.

The Directors may increase the subscriptions of the Members of the Club. Any increase shall be notified to the Members of the Club who are affected not less than 14 days before the date on which the increase is to take effect.

The Directors may increase the annual subscriptions of the Members of the Club by not more than 5% of the current subscription once in any twelve month period under this Article 29(e) but subject always to Article 29(g) below.

The Directors may authorise an element of the subscription, depending on the class of membership, to be credited to the membership swipe card on payment of the said subscription. The Members acknowledge that any portion of this credit that remains at the end of the subscription year will lapse.

Annual subscriptions may be varied other than in accordance with Article 29(e) as the Directors may from time to time recommend for approval, such approval being by special resolution of the Members in General Meeting.

30 SUBSCRIPTIONS UNPAID

The annual subscriptions contracted for are payable in advance on 1 April in each year, or by instalments as directed from time to time by the Board of Directors, the first of which is due on 1 April each year, on which day the membership year shall commence. No Member of the Club whose subscription or any other payment is in arrears can compete for any Club prize, sweepstake or competition.

Any Member of the Club whose subscription is unpaid by 1 May in each year shall cease to exercise the privileges of membership and his or her name may be erased from the books of the Club, but may be reinstated at the discretion of the Directors upon an available vacancy and upon payment of all arrears.’

Entrance fees and subscriptions shall be paid to the Secretary or the credit of the Club at such bank as the Directors may from time to time direct.

31 LIFE MEMBERS

Any Member may be elected a Life Member of the Club free from the annual subscription, but with the full rights of a Member on payment of such capital sum as shall be from time to time determined by a General Meeting.

32 CLASSES OF MEMBERSHIP (OTHER THAN FULL PLAYING MEMBERS)

(a) Country Members, who shall have such rights and privileges as the Directors, may from
time to time determine. No application for Country Membership shall be considered unless the candidate (1) permanently resides outside a radius of 40 miles from the clubhouse and is also a full playing member of a recognised golf club; or (2) permanently resides outside a radius of 60 miles from the clubhouse.

(b) Intermediate Members, who are persons not yet 21 years of age.

(c) Junior Members who have not yet reached 18 years of age.

(d) Student Members who are continuing in receipt of full time education at a recognised higher education establishment or university.

(e) Honorary Members.

(f) Five Day Members who are persons entitled to avail themselves of the amenities of the clubhouse and premises of the Club at all times, except that they shall be restricted to the use of the golf links and practice ground on 5 days in each week excluding Saturdays and Sundays.

(g) Interim Members who are persons entitled to avail themselves of the amenities of the clubhouse and premises of the Club at all times, except that they shall not be permitted to the use of the golf links and practice ground on Saturdays and may be subject to other restrictions imposed at the discretion of the directors.

(h) Non Playing Members who are persons entitled to avail themselves of the amenities of the clubhouse and premises of the Club except that they shall not be entitled to use the golf links and practice ground.

(h) Temporary Members who are persons visiting the Club and on payment of the Temporary Member subscription for the time being in force, may avail themselves of the amenities of the Clubhouse, golf links and practice ground.

(i) Corporate/Block Members who are persons entitled to avail themselves of the amenities of the Clubhouse and premises of the Club at all times and with the privileges afforded by the directors in the relevant Corporate/Block membership agreement.

33 LADY MEMBERS

Lady Members shall be entitled to elect their own Honorary Secretary and Committee and make their own regulations for the conduct of their competitions and in respect of other matters not provided for in these Articles, subject to such limits as the Directors may decide and not being inconsistent with any of the Rules of the Club for the time being in force.
GUESTS

Any Member of the Club shall be allowed to bring guests to lunch or take refreshments, it being expressly understood that the bill is to be discharged by the Member of the Club. The names of the guests and the Member of the Club shall be entered in the Visitors Book provided and such guests shall only remain while the introducing Member of the Club is present and shall not be entitled to enjoy any of the other privileges of the Club except on payment of the proper fees.

Adult Playing Members may introduce Guests at reduced rates as determined by the Directors from time to time. The Directors may at their discretion determine the number of Guests a Member may introduce at the reduced rate in any one year. Such number of times shall be notified on the notice board to be kept in the Club by the Secretary from time to time.

The Directors may at their discretion determine the number of times an individual may be introduced as a Guest at the reduced rate in any one year. Such number of times shall be notified on the notice board to be kept in the Club by the Secretary from time to time.

TEMPORARY RESIDENTS

A person residing temporarily in the district of the Club may be elected a Member of the Club by the Directors on such terms as to payment of entrance fee and subscription as the Directors may decide.

RIGHTS OF MEMBERS OF THE CLUB

Subject to the express provision of these Articles and to the Memorandum and to any bye-laws and/or Rules made by the Directors as herein before provided for the time being in force, all Members of the Club shall be entitled at all times to use in common all the premises and property of the Club and to be supplied at such charges as the Directors shall determine with such meals, refreshments, liquors and things as are provided by the Club for the use of the Members of the Club.

PAYMENT OF SUBSCRIPTION IMPLIES ACQUIESCENCE IN RULES

As payment of the subscription entitles a Member of the Club to enjoy the benefits and privileges of the Club, so it is to be considered as implying acquiescence in and submission to the Rules of the Club for the time being in force.

RESIGNATION

Any Member of the Club intending to resign from the Club must signify such intention in writing
to the Secretary not later than 31 March of the current year, otherwise such Member of the Club shall pay the subscription for the following year due on 1 April, whether using the Club or not.

39 \textbf{REJOINING}

A former member of the Club who shall have resigned, wishing to rejoin the Club, may be proposed and elected as provided by these Articles and shall pay the Entrance Fee or any part thereof as shall be determined by the Directors and the Annual Subscription in force at the time of re-election.

40 \textbf{SUSPENSION/EXPULSION OF A MEMBER OF THE CLUB}

If, in the opinion of the Directors, the conduct of any Member within or without the Club is injurious to the character or interests of the Club, but is not of a sufficiently serious nature to warrant expulsion, the Directors may suspend such Member from some or all of the privileges of membership for such period as they may by resolution determine. Provided that no such resolution shall have any validity or effect unless passed by a majority of at least two thirds of the Directors present and voting at meetings of the Directors, specially convened for the purpose of which reasonable notice shall have been given to the Member in question and at which he or a representative appointed by him shall have had a proper opportunity of attending and being heard.

The Member shall not be entitled to any refund of subscription for the period of such suspension.

The Directors shall keep a record of the suspension or expulsion of Members which shall not be inspected by any Member except the suspended or expelled Member.

To expel a Member of the Club it shall be necessary that notice be sent to the Secretary, signed by 5 Members, acquainting him with the circumstances which gave rise to such notice. The Secretary shall then communicate with the Member of the Club so that such Member may have the option of explaining or withdrawing from the Club and failing such withdrawal, the Secretary shall call a meeting of the Directors and, if, in the opinion of two thirds of such Directors then present, the conduct of such Member, either in or out of the Club, shall be injurious to the character and interest of the Club, they may expel such Member. Any Member of the Club so expelled shall have a right to appeal to an Extraordinary General Meeting, when a two thirds majority of those present and voting shall be required to confirm the expulsion.

41 \textbf{FORFEITURE OF RIGHTS ON RESIGNATION OR EXPULSION}

Any Member of the Club expelled in accordance with these Articles or otherwise ceasing to be a Member of the Club shall forfeit all right to or claim upon its property and funds.

42 \textbf{DISPUTES}
All disputes shall be decided by the Directors, whose decision shall be final.

43  DAMAGE

The Club shall not be liable for any damage done by a Member of the Club to persons, animals, property or otherwise in the clubhouse or on the course or on the public roads or footpaths adjoining thereto, but each Member of the Club shall be responsible for his or her own acts or defaults.

44  INDEMNITY OF OTHERS

The Directors and officers of the Club and their respective heirs, executors and administrators shall be indemnified and saved harmless out of the funds of the Club from and against all charges, costs, losses, damages and expenses which they or any of them shall or may incur or sustain in or about the execution of their respective offices or trusts or in or about any contracts or arrangements made by them for or on behalf of the Club, or in furtherance of the objects of the Club, except such charges or expenses as shall be incurred or sustained by or through their own wilful default, and none of them shall be answerable for the others of them, nor for joining in any receipt for the sake of conformity only, nor for any banker, broker or other person with whom any monies or effects belonging to the Club shall be or may be lodged or deposited for safe custody, sale, investment or otherwise, nor for the insufficiency of any security on which monies belonging to the Club shall be placed out, on or invested, nor for any other misfortune, loss or damage which may happen in the execution of their respective offices or trusts or in any way in relation thereto, except the same shall happen by or through their own wilful default respectively.

45  INDEMNIFICATION OF THE CLUB

Each Member of the Club and guests shall be personally liable for his or her own acts or defaults, and shall indemnify the Club from and against all claims in respect thereof.

46  COMMON SEAL

The Directors shall provide a Common Seal with the name of the Club inscribed thereon and shall change the same from time to time as they may think fit. Such Common Seal shall be kept at the Registered Office of the Club and shall not be used except under and by virtue of a Minute of the Directors and in the presence of two Directors of the Club, who shall attest the execution of every deed or document to which the Seal shall be so affixed.

47  ACCOUNTS – PROPER BOOKS TO BE KEPT
The Directors shall cause proper books of account to be kept with respect to:

(a) all sums of money received and expended by the Club and the matters in respect of which the receipt and expenditure takes place;

(b) all sales and purchases of goods by the Club; and

(c) the assets and liabilities of the Club.

Proper books of account shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Club’s affairs and to explain its transactions.

The books of account shall be kept at the registered office of the Club, or, subject to Section 222 of the Act, at such other place or places as the Directors think fit, and shall always be open to inspection of the Directors.

48 INSPECTION OF ACCOUNTS

The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Club or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Club except as conferred by statute or authorised by the Directors or by the Club in General Meeting.

49 AUDIT

Auditors shall be appointed and their duties regulated in accordance with Sections 236 to 237 of the Act.

50 WINDING UP OR DISSOLUTION

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise howsoever by way of profit, to Members of the Company and no Director of the Company shall be paid by salary or fees, or receive any remuneration or other benefit in money or money’s worth from the Company for discharging his duties as such.

If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Company, but shall be given or transferred to some other institution or
institutions having objects similar to the Company.

51  MEMBERSHIP CARD
The Members of the Club will be issued with a membership card, which will entitle the Member to certain privileges as the Directors may determine from time to time. The Members acknowledge that if they elect not to use the membership card at any time then they shall not be able to avail themselves to the privileges which the membership card offers.