

# Articles of association of a members' club incorporated as a company limited by guarantee

## **ARTICLES OF ASSOCIATION**

### **COMPANIES ACT 2006**

### **COMPANY LIMITED BY GUARANTEE**

### **ARTICLES OF ASSOCIATION of BARNT GREEN SPORTS CLUB**

#### **1 Interpretation**

In these articles, the following words shall be taken to have the following meanings:

- 1.1 **Act:** the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;
- 1.2 **Articles:** these articles of association to apply to the Club on incorporation;
- 1.3 **CASC:** means a Community Amateur Sports Club as regulated by the Community Amateur Sports Clubs Regulations 2015
- 1.4 **Club** means Barnt Green Sports Club;

- 1.5 **Club Year:** 01 April – 31 March
- 1.6 **Incidental Costs** means any charges incurred by a member of the Club to play Sport, including but not limited to all affiliation fees, charges, surcharges, rental or equipment charges and/or other costs associated with use of the facilities.
- 1.7 **Predecessor Club:** the unincorporated sports club known as Barnt Green Sports Club
- 1.8 **Predecessor Club Rules:** the rules and regulations of the Predecessor Club, annexed to these Articles.
- 1.9 **Sports:** sporting, recreational and other activities involving physical exertion and skill by individuals or in a team-based environment using the Club's indoor or outdoor facilities, grounds or equipment, including (but not limited to) Table Tennis, Tennis, Badminton and Squash. Any reference to Sport or to Sporting shall be taken to have the same meaning;
- 1.10 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 in force when these Articles become binding on the Club;
- 1.11 reference to any statute, statutory provision or regulation includes a reference to that statute, statutory provision or regulation as from time to time amended, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it.
- 1.12 the masculine includes the feminine and, where appropriate, the singular the plural.

## **2 Rules and Regulations**

The Predecessor Club Rules, annexed to these Articles, together with any document referred to in them, shall apply to the Club to the extent that they do not conflict with the provisions of these Articles. If any conflict

arises between the Rules and Regulations and the Articles, the Articles will take precedence.

### **3 Name**

The name of the company is 'Barnt Green Sports Club'.

### **4 Registered office**

The registered office of the company will be situated in England.

### **5 Objects**

The Club is established for the following purposes.

- 5.1 to acquire and take over all or any part of the assets and liabilities of the Predecessor Club;
- 5.2 to promote and facilitate the advancement of amateur Sports and community participation in healthy recreation by the provision of facilities for Sports in Worcestershire and the surrounding areas and to encourage social intercourse among the members of the company;
- 5.3 to establish, maintain and conduct a Club for the accommodation of the members of the company and their friends, and indirectly to the wider community of the West Midlands;;
- 5.4 to acquire by purchase, lease, or otherwise grounds at Margesson Drive, Bittell Road, Barnt Green, Worcester or elsewhere in or near Worcestershire and to lay out, and maintain the same to promote and facilitate the advancement of amateur Sports and community participation in healthy recreation) and to build or otherwise provide a Clubhouse and other usual facilities in connection with it, and to furnish, modify and maintain it, and to permit it to be used by members their friends and employees of the company and others, either gratuitously or for payment;
- 5.5 to acquire by purchase, lease or otherwise any other lands or property contiguous or near to the premises of the company, and such as may be

deemed by the company likely to advance or benefit, either directly or indirectly, the interest of the company;

- 5.6 to manage, improve, cultivate and maintain all or any part of the lands and other property of the company, and to demise, sell or otherwise deal with and dispose of them, either together or in portions, for such consideration as the company may think fit, and, in particular, for shares, debentures or securities of any company purchasing them;
- 5.7 to purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the grounds, Clubhouse and other premises of the company by persons frequenting them, whether members of the company or not;
- 5.8 to buy, prepare, make, supply, sell and deal in all kinds of apparatus and equipment used in connection with the promotion and facilitation of the advancement of amateur Sports and community participation in healthy recreation and in all kinds of liquors provisions and refreshments required or used by members of the company or other persons using the grounds, Clubhouse or premises of the company;
- 5.9 to hire and employ all classes of persons considered necessary for the purposes of the company and to pay them and other persons in return for services rendered to the company salaries, wages, charges and pensions;
- 5.10 to promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and matches (*or as the case may be*) for the playing of Sports or other athletic Sports (*or as the case may be*) and to offer, give or contribute towards prizes medals and awards for the Sport and to promote, give or support dinners, balls, concerts and other entertainments;
- 5.11 to establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, any other associations or clubs whose objects are similar or in part similar to the objects of the company, or the establishment or promotion of which may be beneficial

to the company provided that no subscription may be paid to any such other association or club out of the funds of the company, except bona fide in furtherance of the objects of the company;

- 5.12 to support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the company or its employees, or may be connected with Sport; to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the company, or to the wife, widow, children or other relatives of any such person; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the company;
- 5.13 to borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the company or by mortgage or charge upon all or any part of the property of the company;
- 5.14 to do such things as the directors consider to be in the best interests of this Club; and
- 5.15 to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

## **6 Membership**

- 6.1 The number of members with which the Club proposes to be incorporated is 5 but the directors may, whenever the business of the Club requires it, authorise an increase of members.
- 6.2 Membership of the club shall be open to anyone interested in the sport 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.

- 6.3 The club may have different classes of membership and subscription on non-discriminatory and fair basis. The club will keep subscriptions at levels that will not pose a significant obstacle to people participating.
- 6.4 The club committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or sports into disrepute. Appeal against refusal or removal may be made to the members.
- 6.5 In addition to the members at Article 6.1 above, the members of the Predecessor Club shall be members of the Club for the remainder of the Predecessor Club membership subscription period, provided that, upon request, such members comply with the provisions of Article 7.

## **7 Liability of members**

- 7.1 Temporary members (as defined in Article 12.1) shall not be required to provide any amount in respect of the guarantee for the Club's liabilities considered by this Article.
- 7.2 Subject to Article 7.1, the liability of every member of the Club is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:
- 7.2.1 payment of the company's debts and liabilities contracted before he ceases to be a member,
  - 7.2.2 payment of the costs, charges and expenses of winding up, and
  - 7.2.3 adjustment of the rights of the contributories among themselves.
- 7.3 All members (other than temporary members) must sign and deliver to the directors of the Club the membership application which shall include an obligation on the member to accept the liability of members set out in this Article.

## **8 Proposal of members**

- 8.1 Except as provided in Articles 6.1, 6.5 and 12 every candidate for membership of the Club must provide a completed application for membership in writing, signed by the candidate, in the form that the directors from time to time prescribe.

## **9 Subscriptions**

- 9.1 The annual and other subscriptions and entrance fee (if any) payable by members of the Club are to be such as the directors from time to time prescribe.
- 9.2 The directors may provide either generally or as respects any particular member or members for payment of annual subscriptions by instalments.
- 9.3 Every application for membership must be accompanied by a remittance to cover the entrance fee (if any) and the appropriate subscription from the date of application to the end of the Club Year and in the event of non-election the remittance must be returned to the candidate.

## **10 Life members**

- 10.1 On the recommendation of the directors any person being a member of the Club may, at any general meeting of the Club, be elected a life member of the Club without any special payment for such life membership.
- 10.2 A two-thirds' majority of those present and entitled to vote is necessary for election of a life member.
- 10.3 Every life member is entitled to all the privileges and subject to all the duties of a member of the Club during his life (subject, nevertheless, to the provisions of Article 17) without any further payment, annual or otherwise, except in respect of his guarantee contained in clause 7 above.

## **11 Distant and overseas members**

Members residing beyond a radius of 50 miles from the Clubhouse and having no business or private address within that radius other than that of a club, and members intending to reside abroad for one year or more (**overseas members**) may continue as members on payment of a reduced subscription to be decided by the directors from time to time.

## **12 Temporary and other members**

The directors of the Club may, upon such terms and subject to such regulations as they may from time to time deem advisable and subject to Article 8, propose as members of the Club:

- 12.1 persons who are visiting or temporarily resident in the district of Worcestershire (**temporary members**);
- 12.2 persons who may avail themselves of the amenities of the Clubhouse and premises of the Club at all times, but may use the Club's facilities on only 5 days in each week excluding Saturdays and Sundays (**restricted members**);
- 12.3 persons who may avail themselves of all the amenities of the Clubhouse and premises of the Club but are not entitled to use the Club's facilities at any time (**social members**);
- 12.4 members who are either (i) under 18 years of age at the commencement of the Club Year in which they are a member or (ii) between the ages of 18 and 21 and are not permanently living at home and are still under full-time education (**junior members**); and
- 12.5 honorary members,

but such temporary and other members may not constitute more than 45% of the total membership of the Club at any one time.



### **13 Election of members**

- 13.1 Every candidate for membership (other than those members of the Predecessor Club referred to in Article 6.5) must be approved by the directors of the Club at a meeting of the directors.

### **14 Rights of members**

- 14.1 Subject to the express provisions of these Articles and to the memorandum of association, and to any byelaws made by the directors of the Club as provided below for the time being in force, all members of the Club are entitled at all times to use all the premises and property of the Club in common, and to be supplied, at such charges as the directors from time to time determine, with whatever meals, refreshments and things are provided by the Club for the use of its members.
- 14.2 Subject to the provisions of these Articles every member is entitled to all the rights and subject to all the duties of a member of the Club provided that overseas, temporary, restricted, social, junior and honorary members do not have the right to nominate or be elected as officers or directors of the Club or vote at the annual general meeting of the Club.

### **15 Notice of resignation**

Any member wishing to resign his membership of the Club must give notice in writing of his intention to do so, addressed to the directors and deposited at the registered office of the Club before 31 March in any year, failing which the member must pay the subscription for the next year unless the directors, in their absolute discretion, determine otherwise.

### **16 Non-payment of subscriptions**

- 16.1 Any member whose annual subscription is unpaid on 11 April each year (or 10 days after the start of the Club Year, whichever is the later) ceases to be a member of the Club and forfeits all right in and claim upon the Club and its property unless the directors suspend the operation of

this provision, which they may do as regards any particular member on such terms as they determine at their discretion.

- 16.2 Where the directors have resolved that the subscription of any particular member may be paid by instalments, this article applies to non-payment of any instalment, substituting the due date of the instalment for 15 April.

## **17 Expulsion of members**

- 17.1 If the conduct of any member is in the opinion of the directors injurious to the character of the Club or objectionable in any respect, that member may be required by the directors to resign, and, if he does not resign within one week, the member may (after he has been given the opportunity to justify or explain his conduct) be expelled by resolution of the directors and then ceases to be a member of the Club, and all sums that have been paid by the member are forfeited.
- 17.2 A member expelled under this Article may appeal by giving written notice of appeal to the directors within 10 days from the posting of the notice of expulsion.
- 17.3 Upon receipt of a notice of appeal a special meeting must be convened within 14 days and, if that meeting passes a special resolution rescinding the expulsion, then the member must be reinstated as from the date of the resolution.
- 17.4 If any member is convicted on indictment of any criminal offence or is adjudged a bankrupt, or makes any composition or arrangement with his creditors or, being engaged in any profession, is prohibited by the disciplinary body of that profession from continuing to practice that member ipso facto ceases to be a member of the Club but any person so ceasing to be a member may be readmitted to membership by the directors at their discretion.
- 17.5 Any member expelled in accordance with these Articles, or otherwise ceasing to be a member of the Club, forfeits all right to or claim upon the Club or its property or funds or any return of fees paid and remains liable

for any outstanding fees or charges due from him at the date of expulsion or cessation.

## **18 Rights of members personal**

The rights of a member as such are personal and are not transferable and cease upon his death.

## **19 Annual general meeting**

19.1 The Club must hold a general meeting in each year as its annual general meeting in addition to any other meetings in that year, and must specify the meeting as the annual general meeting in the notices calling it.

19.2 The first annual general meeting of the Club must be held within 18 months of its incorporation.

19.3 Not more than 14 months may elapse between the date of one annual general meeting of the company and that of the next.

19.4 The annual general meeting must be held at such time and place as the directors appoint.

## **20 Special general meetings**

20.1 All general meetings other than annual general meetings must be called special general meetings.

20.2 The directors may, whenever they think fit, and must, on a requisition made in writing by at least 5 members (in number) or, if greater members representing not less than 10% of the total voting rights of all the members having at the date of deposit of the requisition a right to vote at general meetings, convene a special general meeting.

20.3 Any requisition made by the 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.

- 20.4 On receipt of the requisition the directors must immediately proceed to convene a special general meeting.
- 20.5 If the directors do not proceed to call a meeting within 21 days from the date of deposit of the requisition, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may convene such a meeting.

## **21 Notice of meetings**

Accidental omission to give notice of any meeting to or non-receipt of such notice by any member does not invalidate the proceedings at that meeting.

## **22 Quorum**

- 22.1 No business may be transacted at any meeting unless a quorum is present.
- 22.2 Save as otherwise provided in these Articles, **5** members personally present or a number of members representing not less than 10% of the total voting rights of all the members having at that date a right to vote at general meetings, whichever is the greater, is a quorum.
- 22.3 If within half an hour from the time appointed for the meeting a quorum of members is not present, or, if during a meeting such a quorum ceases to be present:
- 22.3.1 if the meeting was convened on the requisition of members, it must be dissolved;
- 22.3.2 in any other case the meeting stands adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine and, if at the adjourned meeting a quorum of members is not present within half an hour of the time appointed for the meeting, the members present may form a quorum.

## **23 Chairman**

- 23.1 The Chair, and failing him the vice-chair, must preside as chairman at every general meeting of the Club.
- 23.2 If there is no such chairman, or, if at any meeting he is not present within 15 minutes of the time of holding the meeting, the members present may elect one of their number who is a director to be chairman of the meeting.
- 23.3 If there is no director present, then the members may elect any one of their number to be chairman of the meeting.

## **24 Adjournment**

- 24.1 The chairman may, with the consent of a meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place.
- 24.2 No business may be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

## **25 Passing of resolutions**

- 25.1 At any general meeting:
    - 25.1.1 a declaration by the chairman that a resolution has been carried, or carried unanimously, or carried by a particular majority, or lost, or not carried by a particular majority, and
    - 25.1.2 an entry to that effect in the book of proceedings of the Club
- are conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, unless a poll is demanded by the chairman or by at least 2 members having the right to vote at the meeting or by a member or members

representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

- 25.2 If a poll is demanded in the above manner, it must be taken in such manner as the chairman directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.

## **26 Voting rights**

- 26.1 Every member of the Club may attend general meetings of the Club but only members may vote at such meetings and overseas, temporary, restricted, social, service and honorary members may not vote on matters appertaining to the management of the facilities as such, including the engagement or dismissal of staff employed.
- 26.2 No member may vote at any meeting unless all the money then due from him to the Club has been paid.
- 26.3 Every member of the Club entitled to vote has one vote and no more.

## **27 Proxy voting**

- 27.1 A member may vote either personally or by proxy (whether on a poll vote or otherwise).
- 27.2 A proxy must be appointed in writing under the hand of the appointor.
- 27.3 The instrument appointing a proxy must be deposited at the registered office of the Club not less than 48 hours before the time of holding the meeting at which the person named in such instrument proposes to vote.
- 27.4 Any instrument appointing a proxy must be in the following form:

### **BARNT GREEN SPORTS CLUB**

I, *(name)* of *(address)*, being a member of the above named Club, appoint *(name)* of *(address)*, or, failing him, *(name)* of *(address)*, as my proxy to vote in my name and on my behalf at the annual [(or) special] general meeting of the Club to be held on *(date)* and at any adjournment.

Dated \_\_\_\_\_

\_\_\_\_\_  
(signature of member)

## **28 Directors and duration of appointment**

- 28.1 All directors of the Club must be members of the Club.
- 28.2 3 directors are a quorum at a directors' meeting.
- 28.3 The directors may from time to time elect a chairman who in case of equality of votes may have a casting vote at a meeting of the directors.
- 28.4 Other than the first directors of the Club, who shall be appointed on incorporation and shall hold office until the first annual general meeting of the Club is held in accordance with article 19.2, the directors of the Club shall be appointed to the office of director pursuant to Article 33 below, and when so appointed shall hold office until the next annual general meeting of the Club following his appointment, and subject to article 32.2 shall be eligible for re-election. The term of office of a director shall expire at the end of the next following annual general meeting of the Club, unless he is re-elected in which case his appointment shall expire at the end of the next following annual general meeting, and so on, subject to article 32.2 below.
- 28.5 The minimum number of directors shall be 3 or, if the quorum for directors' meetings is less than 3, the minimum number of directors shall be such lesser number as constitutes a quorum.

## **29 First Directors**

29.1 The first directors of the Club are:

- Colin Raymond White;
- Adam Peter Stephens;
- Darryn Kevin Warner;

- Alan Don Colemeadow; and
- Barbara Ann Palmer.

### **30 Remuneration**

No director or officer of the Club may receive any remuneration for his services in the capacity of director or officer but nothing contained in these Articles is to prohibit payment by the Club of any sum to the directors for clerical or other assistance.

### **31 Age limits**

There is no age limit for directors.

### **32 Termination of directors**

32.1 Directors are eligible for re-election at the annual general meeting or any other general meeting of the Club. Subject to article 32.2, any director re-elected at a general meeting in accordance with this article shall be appointed a director of the Club for a fixed term of 1 year.

32.2 A director who will have completed 5 consecutive terms in the office of director may not stand again for re-election at the annual general meeting at the end of such fifth term in office, but may stand again for election at the next following or any subsequent annual general meeting subject always to serving as a director for a maximum period, without a break in his appointment, of five consecutive years.

### **33 Election of officers and directors**

Subject as provided above, the election of officers and directors of the Club, must take place in the following manner:

33.1 Any 2 members of the Club may nominate any other member to serve as an officer or other director of the Club, having previously received his assent.



- 33.2 The name of each member so nominated, together with the names of his proposer and seconder, must be sent in writing signed by all 3 of them to the directors of the Club at least 21 days before the annual general meeting.
- 33.3 A list of the candidates' names in alphabetical order, with the proposers' and seconds' names, must be posted in a conspicuous place in the Club-house of the Club for at least 14 days immediately preceding the annual general meeting.
- 33.4 Balloting lists must be prepared (if necessary) containing the names of the candidates only in alphabetical order.
- 33.5 Each member present at the annual general meeting and qualified to vote may vote for any number of candidates not exceeding the number of vacancies.
- 33.6 If insufficient candidates are nominated, the directors may elect a member or members to fill the remaining vacancy or vacancies.
- 33.7 If any candidate declines to serve after being elected, the candidate who has the next largest number of votes must be deemed to be elected.
- 33.8 If 2 or more candidates obtain an equal number of votes, the directors must select by lot from such candidates the candidate or candidates who is or are to be elected.

#### **34 Casual vacancies**

- 34.1 All casual vacancies arising amongst the directors or officers of the Club must be filled by the directors.
- 34.2 The directors may appoint any person (including a person who is prohibited from standing for election pursuant to article 32.2) to fill any casual vacancy.
- 34.3 Any director or any officer appointed to fill a casual vacancy must retire at the following annual general meeting.

## **35 Removal of directors**

The office of a director is vacated if:

- 35.1 he ceases to be a member of the Club;
- 35.2 he absents himself from meetings of the directors for a continuous period of 6 calendar months without special leave of absence from the other directors; or
- 35.3 he gives the directors one calendar month's notice in writing that he resigns his office; or
- 35.4 he is removed by special resolution passed at a general meeting of the Club.

## **36 Accounts**

- 36.1 The directors of the Club must ensure that proper books of account are kept in respect of:
  - 36.1.1 all sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure take place; and
  - 36.1.2 the assets and liabilities of the Club.
- 36.2 The books of account must be kept at the registered office of the Club, or at such other place or places as the directors think fit, and must always be open to the inspection of the directors.
- 36.3 The directors must from time to time determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Club, or any of them, are to be open to the inspection of members of the Club who are not directors.
- 36.4 No member who is not a director has any right to inspect any account or book or document of the Club except as conferred by statute or authorised by the directors.

## **37 Presentation of accounts**

- 37.1 Once at least in every year the directors must lay before the Club in general meeting an account of income and expenditure for the period since the preceding account.
- 37.2 A balance sheet must be made out in every year and laid before the Club in general meeting, made up to a date not more than 6 months before such meeting.
- 37.3 A copy of the balance sheet must be sent to, or made available to, the persons entitled to receive notices of general meetings in the manner in which notices are to be given under these Articles 21 days prior to the meeting.
- 37.4 Every account and balance sheet must be accompanied by a report of the directors and the account, report and balance sheet must be signed by 2 directors.

## **38 Powers of directors**

- 38.1 The directors of the Club may exercise all powers that may be exercised by the Club and do anything that may be done by the Club, except where under these Articles or any statute for the time being in force the power must be exercised or the thing be done by the Club in general meeting.
- 38.2 The directors may act notwithstanding vacancies.
- 38.3 The directors of the Club may issue debentures, debenture stock, bonds, or obligations of the Club at any time, in any form or manner, and for any amount, and may raise or borrow for the purposes of the Club any sum or sums of money either upon mortgage or charge of all or any of the property of the Club, whether present or future, or on bonds or debentures secured by trust deed or otherwise or not secured as they may think fit.

## **39 Byelaws**

- 39.1 The directors of the Club may from time to time make, alter and repeal any byelaws they consider necessary or expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such byelaws:
- 39.1.1 regulate the terms and conditions upon which honorary guests, children of members of the Club and visitors may use the premises and property of the Club;
  - 39.1.2 fix the times of opening and closing the Club premises and facilities or any part of them and the permitted hours for the supply of alcohol;
  - 39.1.3 promulgate the rules to be observed and the prizes or stakes to be played for by members of the Club playing any games on the premises of the Club;
  - 39.1.4 prohibit particular games on the premises of the Club entirely or at any particular time or times;
  - 39.1.5 regulate the conduct of members of the Club in relation to one another and to the Club's staff;
  - 39.1.6 set aside the whole or any part or parts of the Club's premises for gentlemen members, women members or any other class or classes of members, at any particular time or times, or for any particular purpose or purposes;
  - 39.1.7 impose fines for breach of any byelaw or any Article of association of the Club; and
  - 39.1.8 regulate all matters that are commonly the subject of Club rules.
- 39.2 The directors must adopt whatever means they consider sufficient to bring all byelaws, alterations and repeals to the notice of the members of the Club.

- 39.3 All byelaws, so long as they are in force, are binding on all members of the Club.
- 39.4 No byelaws may be inconsistent with, or affect or repeal anything contained in, the Articles of association of the Club, or be in breach of any statutory provision.
- 39.5 Any byelaw may be set aside by a special resolution of a general meeting of the Club.

#### **40 Delegation**

- 40.1 The directors of the Club may delegate any of their powers to a committee or committees appointed by the directors.
- 40.2 With the exception of a sub-committee with less than 4 members or one concerned with the purchase for the Club, or supply by the Club, of alcohol, a sub-committee may have up to one-third of its membership from members of the Club other than directors.
- 40.3 In the exercise of the powers delegated to it, a committee must conform to any regulations prescribed by the directors.
- 40.4 Any delegation of powers or appointment of a committee may be recalled or revoked by the directors at any time.

## **41 Profits not to be distributed**

- 41.1 The income and property of the Club shall be applied solely in promoting the objects of the Club as set out in Article 5.
- 41.2 All surplus income or profits are to be reinvested in the club. No surplus or assets will be distributed to members or third parties.
- 41.3 No dividends or bonus may be paid or capital otherwise returned to the members, provided that nothing in these Articles shall prevent any payment in good faith by the Club of:
- 41.3.1 reasonable and proper remuneration to any member, officer or servant of the Club for any services rendered to the Club;
  - 41.3.2 interest on money lent by any member of the Club or director at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the directors;
  - 41.3.3 reasonable and proper rent for premises demised or let by any member or director; or
  - 41.3.4 reasonable out-of-pocket expenses properly incurred by any director.

## **42 Dissolution**

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

## **43 Notices**

- 43.1 A notice may be given by the Club to any member personally, by sending it by post in a prepaid envelope addressed to the member at his registered address or by posting it in a conspicuous place in the Club room of the Club.

43.2 Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and is deemed to have been effected at the expiration of 48 hours after the envelope containing it was posted.

#### **44 Headings**

The headings in these Articles do not form part of them or in any manner affect the interpretation or construction of them.