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ARTICLES OF ASSOCIATION
THE HEWORTH GOLF CLUB LIMITED

The Heworth Golf Club Ltd

Articles of Association

Updated 29/03/17

Company Number: 01231745

Barry McGregor
29/03/17

Preliminary

1. In these Articles unless there be something in the subject or context inconsistent therewith:

'The Club' shall mean 'The Heworth Golf Club Limited'.

'The Committee' shall mean the Committee of Management of the Club for the time being
Words importing the singular number shall include the plural and the converse shall apply.

Words importing males shall include females.

Words importing individuals shall include corporations.

'Month' shall mean calendar month.

'Secretary' shall include any person appointed to perform the duties of Secretary temporarily.

2. The Registered Office of the Club shall be at Heworth in the County of Tyne and Wear, or at such other place as the Committee may from time to time appoint.

Members

3. The Club, for the purposes of registration, is declared to consist of 600 Members but the Committee may, when they think fit, register an increase in the number of Members.

4. Every amateur golfer shall be qualified to be elected a Member of the Club.

5. The Club shall consist of Ordinary Members, Life Members, 5 Day-Members, Non-Playing Members and Junior Members (under eighteen years of age), Intermediate Members (18 years to 25 years) and Country Members.

The Heworth Golf Club Ltd is intent that children, young people and vulnerable adults will find golf a safe sporting environment in which to have fun, learn and develop through the promotion of the policies and procedures in the policy document "Children in Golf – Protecting the future"

6. The first Ordinary Members of the Club shall be:

(a) The signatories to the Memorandum of Association and these Articles; and

(b) Every person who was at the date of the incorporation of the Club a Member of the unincorporated club known as 'Heworth Golf Club' referred to in Clause 3 (A) of the Memorandum of Association, and who shall, within the time prescribed in these Articles, have paid his subscription for the year Nineteen Hundred and Seventy-Five, and who shall by such payment agree to be bound by the Memorandum and Articles of Association and Bye-Laws of the Club.

7. The privileges of a Member shall not be transferable and shall cease on his death or on the happening of any other events in that behalf herein mentioned.

8. The names of all candidates will be posted on the Club notice board, and will be submitted to the Committee at the Meeting next following the date of its being posted, and at such Meeting if there be a vacancy in the Membership of the Club (or if there be no vacancy at the first Meeting after the occurrence of a vacancy) the Committee shall proceed to the election or rejection of the candidate.

9. When a candidate has been elected the Secretary or Club Administrator shall forthwith send to the candidate at the address given upon the form of application for Membership, notice of his or her election, and a request for payment of the entrance fee (if any) and the first subscription. A printed copy of the Memorandum and Articles of Association and Bye – Laws can be obtained on request or are available for download on the Heworth Golf Club website. www.theheworthgolfclub.co.uk

10. Upon payment of his or her entrance fee (if any) and first subscription an elected candidate shall become a Member of the Club: provided that if such payment is not made within one month of the date of the election by the candidate the Committee may in their discretion call upon the proposer and seconder to pay the entrance fee (if any) and first subscription or cancel such election.
11. The entrance fee for all Members shall be fixed by the Committee.
12. The annual subscription shall be fixed by the Committee.
13. The Honorary Treasurer, Honorary Secretary or Administrator shall notify by telephone, letter or e-mail each Member whose annual subscription shall be one month in arrears calling attention to that fact.
14. New Members elected after February in any year shall be liable for the subscription on a pro rata basis notwithstanding any promotional offer that the Club deem fit to advertise.
15. The Annual subscription is payable in advance on the 1st February in each year, on which date the financial year shall commence. No Member whose Subscription is in arrear may take any Club prize or sweepstake or competition. Any Member whose Subscription is in arrear for two months 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 replaced by the Committee upon an available vacancy and on payment of all arrears. Entrance fees and subscriptions shall be paid to the Honorary Treasurer, Honorary Secretary or Club Administrator.
16. In recognition of special services rendered the Committee may recommend to the Annual General Meeting that a person be made a Life Member of the Club. On approval of this recommendation at the Annual General Meeting, the person shall become a Life Member without payment of any fee. A Life Member shall be entitled to all the rights and privileges of an Ordinary Member.
17. The Life Members on the 1st February, 1975 of the unincorporated club known as 'The Heworth Golf Club' shall be Life Members of the Club.
18. Lady members shall be entitled to elect their own Captain, Vice Captain, Honorary Secretary and Committee, and to make their own regulations for the conduct of their own competitions. Lady members shall be entitled to be elected as officers of the club or members of the Committee of the Club and may be co-opted as a member of a Sub-Committee at the discretion of the Committee of the Club.
19. Temporary, Junior and Non-Playing Members may be allowed the use of the Club House, Golf Links, and other property and privileges of the Club upon such terms and conditions as the Committee may from time to time determine.
20. A visitor shall not play on the Golf Links until he or she has paid the appropriate Green Fee. The fee for a visitor shall be such an amount as may be decided by the Committee from time to time. No person who has been expelled, refused admission as a Member of the Club, or is debarred by regulations made by the Committee shall be eligible as a visitor. A visitor shall be deemed a Temporary Member for the period covered by his fee, and shall not without the consent of the Committee, play in any of the Club competitions.
21. Any Member shall be allowed to bring guests to the Club House to take refreshments it being expressly understood that the bill is to be discharged by the Member. Such guests shall only remain while the Member introducing them is present, and the Committee shall have power to debar any such guest at any time.

22. The Honorary Secretary, Honorary Treasurer and Ladies' Honorary Secretary for the time being shall be Honorary Members of the Club without payment of any subscription and shall be entitled to all the rights and privileges of an ordinary Member.

23. Subject to the express provisions of these Articles and to any bye-laws made by the Committee as herein 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 Committee shall determine with such meals, refreshments, liquors, and things as are provided by the Club for the use of the Members.

24. Junior, 5-Day, Temporary, or Non-Playing Members shall not be entitled to be elected as officers of the Club or Members of the Committee or to attend or vote at any General Meeting of the Club; but, except as herein expressly provided they shall be entitled to all the rights and subject to the duties of all the Members of the Club and the term 'Members' in these Articles shall, except as aforesaid, be deemed to include Junior, 5-Day, Temporary and Non-Playing members.

25. The Committee shall have power from time to time to regulate and limit the days, times, and places upon and at which Junior and Temporary Members shall be entitled to exercise their rights and privileges.

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

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

28. Any Member intending to resign from the Club must signify such intention in writing to the Secretary not later than the 31st January of the current year, otherwise such Members shall pay the subscription for the following year, whether using the Club or not. Any person who shall by any means cease to be a Member shall at once forfeit and lose all interest in or claim upon the Club and its property, but shall, nevertheless not be freed from his liability under the Club Rules, nor shall the Club be deprived of its power to sue him for any subscription or other moneys which at the time of his ceasing to be a Member may be due from him to the Club.

29. A former Member who shall have resigned wishing to rejoin the Club may be proposed, seconded and elected in the manner provided by these Rules, and shall pay the entrance fee and annual subscription in force at the time of re-election, but any question relating to the repayment of entrance fee or any part thereof shall be determined by the Committee.

General Meetings

30 Discipline and regulation of members of Heworth Golf Club shall proceed in accordance with the policies and procedures found in the club rules/bye laws.

31. The Annual General Meeting of the Club shall be held on the last Wednesday in March in every year at such time and place as may be prescribed by the Committee. The above mentioned General Meeting shall be called 'Annual General Meeting' and all other Meetings shall be called General Meetings'.

32. The Committee may call a General Meeting of the Club whenever they deem it expedient, and shall call such Meeting whenever requested to do so by a Notice given to the Secretary and signed by at least Twenty Ordinary Members stating the object for which the Meeting is to be called, and if the Committee fail to call such Meeting within twenty-one days, the requisitionists may themselves call such Meeting. Fourteen days notice of the Meeting must be given. Notice of any amendment to the proposed object must be sent in writing to the Secretary seven clear days at least previous to the

Meeting, and the Secretary must post same in the Club House. The discussion shall be strictly limited to the matters of which due notice has been given and posted.

33. Subject to the provisions of Section 283 of the Companies Act 2006; relating to Special Resolutions, fourteen day's notice at the least shall be given to every Member of the Club, except Junior, 5-Day, Non-Playing and Temporary Members, by post or otherwise, specifying the place, date and hour of every General Meeting of the Club (other than adjourned Meetings) and if any special business.

34. The business of the Annual General Meeting shall be to receive and consider the report of the Committee, the Balance sheet, and accounts of the previous year, and the report of the Auditor thereon, to elect the President, Officers and Members of the Committee and to transact any other business which under these Rules ought to be transacted at a General Meeting.

35. Twenty Members personally present shall form a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present at the commencement of the Meeting.

36. At all General Meetings the Chairman, or in his absence the Captain for the preceding year or the current year, as the case may be, shall be entitled to take the chair. In their absence at the expiry of fifteen minutes after the time appointed for the Meeting, the Members present shall choose one of the Members present to be Chairman.

37. If within half an hour from the time appointed for the Meeting, a quorum is not present, the Meeting shall, if convened upon such a requisition as aforesaid, be dissolved, but in any other case it shall stand adjourned to the same day in the next week following at the same time and place or to such other time and place as the Members then present shall agree upon.

38. Every question submitted at a General Meeting shall be decided by a show of hands unless otherwise provided by these Articles. Before a question is to be decided any Member may by motion duly seconded demand a poll. Should five or more of the Members present support the motion then the question shall be decided by poll. In case of the votes being equal on any question, the Chairman of the Meeting shall, both on the show of hands and at a poll, have a casting vote in addition to the vote to which he may be entitled as a Member.

39. At any General Meeting unless a poll is demanded as provided in Article 39, a declaration by the Chairman that a resolution has been carried or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the Minute Book of the Club, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

40. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the Meeting directs, and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded. No poll shall be demanded on the election of a Chairman of a Meeting or on any question of adjournment.

41. The Chairman of a General Meeting may, with the consent of the Meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

42. A member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting in accordance with section 324 (1) of the Companies Act 2006.

Committee

43. The Management of the Club shall be vested in a Committee of Seventeen consisting of the President, Chairman, Captain, Vice-Captain, Honorary Secretary, Honorary Treasurer, and immediate Past Captain and 10 other Members of the Club. The Committee may delegate any of their powers to Sub-Committees. Any Member of the Committee may hold two offices, but in the event of any Member of the Committee being elected an officer an additional Member shall be appointed to the Committee, so as to bring the number up to seventeen.

Members elected to committee at an Annual General Meeting shall serve for a period of two years with fifty percent seeking re-election after one year.

The Chairman and Treasurer elected at an Annual General Meeting shall serve for a period of two years and be eligible for re-election after such period.

The Secretary elected at an Annual General Meeting shall serve for a period of three years and be eligible for re-election after such period.

44. The First Officers of the Club shall be; President - Mr. D. Cassidy; Chairman - Mr. W. Smillie; Treasurer - Mr. J. C. Hill; Secretary - Mr. R. Pyburn; Captain - Mr. J. Corbett; Vice-Captain - Mr. A. Toal; together with Messrs. J. Trodden, B. Boyes, A. Fittes, R. Twedde, A. Harvey, J. Crighton, H. Watson, J. Bell, R. Stewart, T. Murray.

45. Subject as hereinafter provided, the Officers and Members to fill vacancies on the Committee shall be elected by the Members at the Annual General Meeting in the following manner:

(a) Any voting member of the Club shall be at liberty to nominate any Ordinary Member, or Life Member, or Honorary Member, to serve as an Officer or other Member of the Committee in the positions vacant.

(b) The name of each Member so nominated, together with the name of his proposer and seconder, shall be sent in writing to the Honorary Secretary at least fourteen days before the Meeting.

(c) A list of the candidates shall be posted in a conspicuous place in the Club House from the date the calling notice for the meeting is sent to members and is updated weekly until the closing date for nominations.

(d) Balloting lists shall be prepared containing the names of the candidates only, and each Member present at the Meeting shall be entitled to vote for or against as many candidates as they wish.

(e) In case there shall not be a sufficient number of candidates nominated the Committee shall fill up the remaining vacancy or vacancies.

(f) If two or more candidates obtain an equal number of votes another ballot shall, if necessary, be taken in respect of such candidates. If two or more candidates again obtain an equal number of votes the Chairman shall select by lot from such candidates; the candidate or candidates who is or are duly elected.

(g) The Vice-Captain elected at the Annual General Meeting shall assume the office of Captain on the 1st of January the following year.

(h) In the event of any vacancy or vacancies occurring in the Committee either during the course of an Annual General Meeting or by withdrawal or resignation at any time, then the vacancy or vacancies thus arising shall be filled by the unsuccessful candidate(s) with the highest number of votes at the election of Committee at the previous Annual General meeting.

46. An Officer or Member of the Committee shall ipso facto vacate his office:

- (a) If he become bankrupt or suspend payment or compound with his creditors;
- (b) If he become of unsound mind;
- (c) If he cease to be a Member of the Club;
- (d) If by notice in writing to the Club he resigns office.

47. The Committee shall have power to fill any vacancies in their number or in the officers of the Club occurring after the Annual General Meeting. Members so elected shall hold office until the next Annual General Meeting, but shall be eligible as candidates for election at such Annual Meeting.

48. No Officer or Member of the Committee shall receive any remuneration for his service in the capacity of Officer or Member of the Committee, but nothing contained herein shall be deemed to prohibit the payment by the Club of any sum to any Honorary Secretary or Honorary Treasurer as reimbursement of legitimate expenses necessarily incurred by them in pursuance of Club business.

49. The Committee shall meet at such times and places as they themselves shall arrange, but at least once in every three months. The Honorary Secretary may at any time at his discretion, and shall on the request in writing of four Members of the Committee, call a Special Meeting of the Committee, reasonable notice being given by him in such case to every Member thereof. At all Committee meetings five shall form a quorum.

50. The Committee shall exercise such powers and do all such things as may be exercised or done by the Club, save such as are by these Articles, or by any Statute for the time being in force required to be exercised or done by the Club in General Meeting, subject, nevertheless, to any regulation of these Articles, to the provisions of The Companies Acts, 1948,1967,1985 and 2006 and to such regulations (not being 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 Committee which would have been valid if such regulation had not been made.

51. The Committee shall out of the funds of the Club pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Club.

Bye-Laws

52. The Committee shall have power from time to time to make, alter, and repeal all such bye-laws and regulations as they may deem necessary or convenient for the proper conduct and management of the Club (provided that such bye-laws and regulations shall not be inconsistent with these Articles or be required by law to be in the form of Articles of Association)) and in particular, but not exclusively, they may by such bye-laws regulate:

(a) The times of opening and closing of any Club House belonging to the Club or any part thereof, and of the supply of intoxicating liquors on the premises;

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

(c) The limitation of the number and class of Members, of the Club;

(d) The admission of Junior, Non-Playing and Temporary Members to the premises and benefits of the Club;

- (e) The terms of admission to be applied on the application of a Junior Member on reaching the age of 18 to become a Member of the Club;
- (f) The rules to be observed and stakes to be played for by Members or Temporary Members playing any games on the Club Premises;
- (g) The prohibition of any particular games on the Club premises entirely or at any particular time;
- (h) The conduct of Members of the Club in relation to one another and to the Club servants. Any breach of club policies in place will be dealt with in accordance with the Complaints Procedure and Disciplinary sub-committee Terms of Reference, a copy of which can be obtained from the Secretary;
- (i) The setting aside of any part or parts of the Club premises for particular purposes;
- (j) The procedure at General Meetings and Meetings of the Committee of the Club;
- (k) The institution, arrangement and conduct of competitions and the application of any part or parts of the funds or assets of the Club in providing prizes for the competitors in such competitions;
- (l) The presentation and safe keeping of trophies;
- (m) The making of such local rules for the game of golf as may be deemed necessary or expedient to meet the requirements of the Club's own course;
- (n) Generally all such matters as are commonly the subject matter of club rules.

53. The decision of the Committee in all cases of disputes and their interpretation of these Articles and Bye-Laws and Regulations shall in all cases be final.

Rules of Golf

54. The rules for the game of golf for this Club shall be the same as those in use for the time being by the Royal and Ancient Golf Club of St. Andrews, so far as they are applicable to play on the links of this Club and except so far as they may be and are from time to time varied by the Committee.

Borrowing Powers

55. The Committee may from time to time raise up or borrow money for the purposes of the Club up to a maximum of £500,000.00 at any one time and may secure the repayment of same upon such terms and conditions as the Committee think fit.

Common Seal

56. The Committee 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. The Common Seal shall not be affixed to any Instrument except by the authority of a resolution of the Committee and in the presence of at least two Members of the Committee and of the Honorary Secretary or such other person as the Committee may appoint for the purpose; and those two Members of the Committee and the Honorary Secretary or other person as aforesaid shall sign every instrument to which the Seal is so affixed in their presence; and the Honorary Secretary will report to the next Committee Meeting that the Common Seal has been used in accordance with the resolution authorising the use thereof.

Indemnity

57. Subject to the provisions of Part 10 Chapter 7 & Part 16 Chapter 6 of the Companies Act 2006, every Member of the Committee, officer or servant of the Club shall be indemnified by the Club against, and it shall be the duty of the Treasurer out of the funds of the Club to pay all costs, losses

and expenses which any such Member of the Committee, officer or servant may incur or become liable to by reason of any contract properly entered into or act or deed duly done by him as such Member of the Committee, officer or servant or in any way in the discharge of this duties.

58. Subject as aforesaid, no Member of the Committee or Officer of the Club shall be liable for the acts, receipts, neglects or defaults of any other Member of the Committee or Officer or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Club through the insufficiency or deficiency of title to any property acquired by order of the Committee for or on behalf of the Club, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Club shall be invested, or for the loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

President

59. At each Annual General Meeting the Members shall elect a President and the person so elected shall be entitled to hold office until the Annual General Meeting next following his election or last election, when he shall retire but shall be eligible for re-election. Any former President shall henceforth be referred to as Past President and shall be entitled to serve as an ex-officio member of the General Committee if he so wishes

Accounts

60. The Committee shall cause proper Books of Account to be kept:

- (a) Of all sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place;
- (b) Of all sales and purchases of goods by the Club;
- (c) Of the assets and liabilities of the Club.

The Books of Account shall be kept at the Registered Office or at such other place or places as the Committee shall think fit.

61. Once at least in every year the Committee shall lay before the Club in General Meeting a statement of the income and expenditure for the past year made up to a date not more than three months before such Meeting. A Balance Sheet shall be made out in every year and laid before the Club in General Meeting. Every such Balance Sheet shall be accompanied by a report to the Committee as to the affairs of the Club generally, and a copy of such statement, Balance Sheet and Report shall, seven days before the Meeting, be served on the Members in the manner in which notices are hereinafter directed to be served as per Section 423 and 425 of the Companies Act 2006.

62a. Auditors shall be appointed and their duties regulated in accordance with Part 16 of the Companies Act 2006.

62b. Heworth Golf Club Ltd will take advantage of the option not to provide a formal audit as per Part 16 of the Companies Act 2006.

63. A notice may be served by the Club upon any Member, either personally, or posted to Members registered address, electronic form or by means of company website. All in accordance with section 308 and 309 of the Companies Act 2006.

64. Any Member described in the Register of Members by an address not within the United Kingdom, who shall from time to time give the Club an address within the United Kingdom at which notices may be served upon him, shall be entitled to have such notices served upon him at such address, but save as aforesaid, no Member other than a Member described in the Register of Members by an address within the United Kingdom shall be entitled to receive any notice from the Club.

65. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a prepaid letter.

66. Where a given number of days' notice or notice extending over any other period is required to be given, the day of service shall be counted in such number of days or other period, but this provision shall not apply to a notice convening a General Meeting to pass a Special Resolution.

Winding Up

67. If the club should be wound up, then after discharging all debts and liabilities, including the costs of liquidation, the remaining assets shall not be paid to, or distributed among, the Members, but shall be given or transferred to some other voluntary organisation having objects similar to those of the club.