#### Company number 5602632

**The Companies Acts 1985 to 1989**

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

**MEMORANDUM OF ASSOCIATION OF SURREY COUNTY CHESS ASSOCIATION**

1 The Company's name is **SURREY COUNTY CHESS ASSOCIATION.**

2 The Company's registered office is situated in England and Wales.

3 The Company's objects are:-

(a) to encourage the study and practice of chess throughout the County of Surrey and the London Boroughs of Croydon, Kingston-upon-Thames, Lambeth, Merton, Richmond-upon-Thames, Southwark, Sutton and Wandsworth;

(b) to represent Members by affiliating to the English Chess Federation (“ECF”), the British Chess Federation (“BCF”) and the Southern Counties Chess Union (“SCCU”);

(c) to organise teams to compete in the ECF and SCCU Inter-County Competitions and the County and District Correspondence Chess Championship;

(d) to organise competitions for Members;

(e) to organise or sanction an annual congress;

(f) to do such acts and to expend such moneys for matters concerned with chess as shall be similar to those listed above and of a similar nature thereto.

4 In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-

(a) to acquire part of or the entire undertaking of the unincorporated association known as the Surrey County Chess Association;

(b) to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit;

(c) to raise funds and to invite and receive contributions from any source by way of subscription, donation or otherwise, without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part;

(d) to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company;

(e) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments;

(f) to subscribe for, either absolutely or conditionally, or otherwise acquire and hold, shares, stocks, debentures, debenture stock or other securities or obligations of any other company;

(g) to invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit;

(h) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain alter or develop any buildings;

(i) subject to Clause [5](#clause5) hereof, to employ and pay solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company;

(j) to make payments towards insurance for any Director, officer, Independent Examiner or auditor against any liability as is referred to in Section [310(1)](#CA1985s310) of the Companies Act 1985;

(k) to subscribe to, become a member of, or amalgamate with any other organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause [5](#clause5) hereof, and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such organisation, institution, society or body;

(l) to do all or any of the things hereinbefore authorised in conjunction with any other organisation, institution, society or body with which the Company is authorised to amalgamate;

(m) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company;

(n) to do all such other lawful things as are necessary for the attainment of the above objects or any of them.

5 All assets of the Company shall be applied solely towards the promotion of its objects as set out herein, and no portion of such assets shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of pure profit to members of the Company.

 **PROVIDED ALWAYS** that nothing contained in this Memorandum of Association shall prevent any payment being made by the Company in good faith as follows:-

(a) as reasonable and proper remuneration to any member, Director, officer or servant of the Company for any services rendered to the Company;

(b) as interest on money lent by any member of the Company or by any Director at a reasonable and proper rate per annum;

(c) of reasonable and proper rent for premises demised or let by any member of the Company or any Director to the Company;

(d) of reasonable and proper fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a member; and

(e) to any Director of reasonable and proper out of pocket expenses (provided proper evidence of the payment of such expenses is provided).

6 The liability of the members is limited.

7 Every member of the Company undertakes to contribute such amount as may be required not exceeding £1 to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8 If upon the 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 to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions that promote chess, such institution or institutions to be determined by the members of the Company at or before the time of dissolution.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum of Association.

|  |  |
| --- | --- |
| Brian John Payne1 High Street MewsWimbledon VillageLondon SW19 7RG | Maureen Anne Childs1 High Street MewsWimbledon VillageLondon SW19 7RG |
| Dated: 15 October 2005 |  |
| Witness to the above signatures:Christopher Neil Childs105 Higher DriveBansteadSurrey SM7 1PS |  |

#### Company number 5602632

**The Companies Acts 1985 to 1989**

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

**ARTICLES OF ASSOCIATION OF SURREY COUNTY CHESS ASSOCIATION**

#### INTERPRETATION

1.1 In these Articles:-

|  |  |
| --- | --- |
| "the Act” | means the Companies Act 1985, but so that any reference to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force. |
| “the Annual Finance Meeting” | means the General meeting at which [Membership Fees](#art1_1memFee) are determined in accordance with Article [12](#art12). |
| “the Annual General Meeting” | means the Annual General Meeting to be held each year in accordance with Article [9.1](#art9_1). |
| “the Annual League Composition Meeting” | means the General Meeting of the Company at which the composition of the [Main League](#art1_1mainLeague) competition is determined in accordance with Article [13](#art13). |
| “the Board” | means the Board of Directors of the Company, acting collectively. |
| “the Bye Laws” | means [Bye Laws](#byeLaws) made by the Company in General Meeting pursuant to Article [63](#art63). |
| “Club Member” | means a [Member](#art1_1member) of the division referred to in Article [4(3)](#art4_3). |
| “Director” | means a Director of the Company. |
| “electronic communication” | has the meaning given to it in the [Electronic Communications Act 2000](#ECA2000s15ec). |
| “Full Member” | means a [Member](#art1_1member) of the division referred to in Article [4.2](#art4_2). |
| “Main League” | means the annual league organised by the Company for competition between [[Member Organisations](#art1_1memOrg)](#art1_1corpMem) defined in Bye Law [3.1.1(b)](#bl_3_1_1b). |
| “Individual Member” | means a [Member](#art1_1member) of the class referred to in Article [3(2)](#art3_2). |
| “Member” | means member of the Company, and “membership” shall be construed accordingly. |
| “Membership Fees” | means the fees payable respectively by [Members](#art1_1member) pursuant to Article [8.1](#art8_1). |
| “Member Organisation” | means a [Member](#art1_1member) of the class referred to in Article [3(1)](#art3_1) and the division referred to in Article [4.1](#art4_1). |
| “Representative Member” | means an individual nominated to act on behalf of a [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) pursuant to Article [3(1)](#art3_1). |
| “SCCA” | means the unincorporated association known as Surrey County Chess Association. |
| "the Seal" | means the common seal of the Company. |
| "the Secretary" | means the person appointed to perform the duties of the Secretary of the Company. |

1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, typewriting, lithography, photography, facsimile, e-mail and other modes of representing or reproducing words in a visible form.

1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the [Act](#art1_1act).

1.4 In these Articles “address” in relation to [electronic communications](#art1_1ec) includes any number or address used for the purpose of such communication.

#### OBJECTS

2.1 The Company is established for the objects expressed in the Memorandum of Association.

2.2 Furthermore, the Company will not discriminate against any individual on the basis of any factor not relevant to its activities.

#### MEMBERS

3 The subscribers to the Memorandum of Association and such other persons admitted to membership in accordance with Article [6](#art6) shall be members of the Company. There shall be two classes of [Members](#art1_1member):

(1) Member Organisations, being chess clubs and other organisations, each of which shall nominate one, or where so entitled, more than one individual as its Representative Member(s) to act on its behalf. A Representative Member shall be nominated or replaced by notice in writing given to the Secretary signed by a senior officer of the body appointing him.

(2) Individual Members, being [Full Members](#art1_1fullMem) and [Club Members](#art1_1clubMem).

Every [Member](#art1_1member) shall either sign a written consent to become a member or sign the register of members on becoming a member, and in the case of a [Member Organisation](#art1_1memOrg) the written consent or the register of members shall be signed by a Representative Member on its behalf.

4 There shall be the following divisions of members:

(1) Member Organisations;

(2) Full Members, currently being Vice Presidents (including Honorary Life Vice Presidents) Life Members, Honorary Life Members and Individual Subscription paying members; and

(3) Club Members, being individual members of [Member Organisations](#art1_1memOrg), who do not in that capacity pay subscriptions to the Company.

A [Member](#art1_1member) may belong to both the categories of Full Members and Club Members.

5. The divisions of members shall have the following class rights:

(1) A [Member Organisation](#art1_1memOrg) is entitled to nominate from its own membership the number of [Representative Members](#art1_1repMem) equal to one plus the number of teams accepted from that [Member Organisation](#art1_1memOrg) in the [Main League](#art1_1mainLeague) of the Company’s [Club Competitions](#bl_clubComp) at the preceding [Annual League Composition Meeting](#art1_1alcm), each of whom shall be entitled to one vote at all General Meetings of the Company in accordance with Article [25](#art25), but if any of its teams shall withdraw from the [Main League](#art1_1mainLeague), the number of Representative Members entitled to a vote from the date of such withdrawal shall decrease by the number of teams so withdrawing. The nominations shall be made by written list provided by the [Member Organisation](#art1_1memOrg) to the [Secretary](#art1_1sec), such list to remain effective until countermanded or replaced; if for any reason the number of nominations exceeds the voting entitlement, the last name(s) on the submitted list shall lose the vote.

(2) [Full Members](#art1_1fullMem) and [Club Members](#art1_1clubMem) are entitled to attend all General Meetings and to speak thereat, but subject to Article [27](#art27), shall not be entitled to a vote at the same unless they are [Representative Members](#art1_1repMem). [Individual Members](#art1_1indMem) shall also be entitled to play in the Company’s Individual competitions.

6.1 Except as provided by Articles [6.2](#art6_2), [6.3](#art6_3) and [6.4](#art6_4) below, a [Member](#art1_1member) may be admitted to [membership](#art1_1member) only by the [Board](#art1_1board) on receipt of written application, and only after having deposited at the registered office of the Company a written undertaking pursuant to Clause [7](#clause7) of the Memorandum.

6.2 Every club affiliated to the [SCCA](#art1_1scca), a [Representative Member](#art1_1repMem) of which, by 30 June 2007 or such later date as may be specified by the [Board](#art1_1board), so applies shall be admitted as a [Member Organisation](#art1_1memOrg) on the basis that any affiliation or competition entry fees paid to the [SCCA](#art1_1scca) shall be deemed to be [Membership Fees](#art1_1memFee) paid to the Company.

6.3 Every Full Member of the [SCCA](#art1_1scca) who, by 30 June 2007 or such later date as may be specified by the [Board](#art1_1board), deposits at the registered office of the Company a written undertaking pursuant to Clause [7](#clause7) of the Memorandum shall become a [Full Member](#art1_1fullMem) on the basis that any membership fees paid to the [SCCA](#art1_1scca) (whether before or after the date of such deposit) shall be deemed to be [Membership Fees](#art1_1memFee) paid to the Company.

6.4 Every member of a [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) who, by 30 June 2007 or such later date as may be specified by the [Board](#art1_1board), deposits at the registered office of the Company a written undertaking pursuant to Clause [7](#clause7) of the Memorandum shall become a [[Club Member](#art1_1clubMem)](#art1_1affMem).

6.5 [Member Organisation](#art1_1memOrg)s shall submit a current list of their members to the [Secretary](#art1_1sec) as he may from time to time require.

7 A [Member](#art1_1member) shall cease to be a [Member](#art1_1member):

(a) if the [Member](#art1_1member) resigns by giving notice to the Company; or

(b) for an [Individual Member](#art1_1indMem), upon his death; or

(c) for a [Member Organisation](#art1_1memOrg), upon its dissolution; or

(d) if any [Membership Fee](#art1_1memFee) due to the Company remains outstanding for more than three months unless the [Board](#art1_1board) otherwise determines; or

(e) for a [[Club Member](#art1_1clubMem)](#art1_1affMem), if the relevant [Member Organisation](#art1_1memOrg) ceases to hold that status, unless the [Member](#art1_1member) is also an [Full Member](#art1_1fullMem) or a member of another [Member Organisation](#art1_1memOrg) at the time of such cessation; or

(f) if the [Member](#art1_1member) is removed from [membership](#art1_1member) by the [Board](#art1_1board) in accordance with Article [34](#art34).

#### MEMBERSHIP FEES

8.1 Membership Fees for Member Organisations and Full Members shall be determined annually at the [Annual Finance Meeting](#art1_1afm), except for Life Members, Honorary Life Vice-Presidents and Honorary Life Members who shall pay no Membership Fee.

8.2 No [Membership Fees](#art1_1memFee) shall be payable by the [[Directors](#art1_1director)](#art1_1director) in that capacity, but they shall not be entitled to be elected, re-elected, appointed or re-appointed unless they are [Individual Members](#art1_1indMem) at the time of such election or appointment.

#### GENERAL MEETINGS

9.1 Subject to the provisions of any elective resolution of the Company for the time being in force and to Article [10.1](#art10_1) below, the Company shall:

(a) in June of each year hold a General Meeting as its [Annual General Meeting](#art1_1agm); and

(b) in August of each year hold a General Meeting as its [Annual Finance Meeting](#art1_1afm) and its [Annual League Composition Meeting](#art1_1alcm);

in addition to any other meetings in that year, and shall specify the meetings as such in the notices calling them.

9.2 General Meetings shall be held at such time and place as the [Board](#art1_1board) shall appoint. All General Meetings other than [Annual General Meetings](#art1_1agm), [Annual Finance Meetings](#art1_1afm) and [Annual League Composition Meetings](#art1_1alcm) shall be called Extraordinary General Meetings.

10.1 [Annual Finance Meetings](#art1_1afm) and [Annual League Composition Meetings](#art1_1alcm) shall not be held before the Company has acquired the undertaking of the [SCCA](#art1_1scca).

10.2 In the year in which the Company acquires the undertaking of the [SCCA](#art1_1scca), the decisions of the immediately preceding [SCCA](#art1_1scca) August Council Meeting as regards finance and league composition shall respectively be deemed to have been taken by an [Annual Finance Meeting](#art1_1afm) and an [Annual League Composition Meeting](#art1_1alcm) held on that date. A team accepted into the [SCCA's](#art1_1scca) club competitions at that meeting shall remain eligible to participate after the transfer notwithstanding that the club concerned may not yet have become a [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) under Article [6](#art6).

11 At the [Annual General Meeting](#art1_1agm), in addition to the usual business of same, the following business shall be transacted:

(a) The election of [Directors](#art1_1director) who shall, unless the meeting resolves otherwise, hold office until the end of the [Annual General Meeting](#art1_1agm) next following; and

(b) The appointment of an Independent Examiner;

(c) Such other matters which are:

(i) proposed by or on behalf of the [Board](#art1_1board); or

(ii) proposed otherwise, in which case notice in writing must be given to the [Secretary](#art1_1sec) by a [Director](#art1_1director), by [Representative Members](#art1_1repMem) holding collectively at least 10% of the voting rights, or by two [[Member Organisations](#art1_1memOrg)](#art1_1corpMem) to arrive not later than 30 days before the [Annual General Meeting](#art1_1agm).

12 At the [Annual Finance Meeting](#art1_1afm) the following business shall be transacted:

(a) Presentation on behalf of the [Board](#art1_1board) of the Company’s budget for the year commenced on 1 May; and

(b) Determination of [Membership Fees](#art1_1memFee).

13 At the [Annual League Composition Meeting](#art1_1alcm) the following business shall be transacted:

(a) Acceptance of entries into the Company’s [Club Competitions](#bl_clubComp) for the following season; and

(b) Allocation of teams into the various divisions of the [Main League](#art1_1mainLeague).

14 An Extraordinary General Meeting may be convened by the [Board](#art1_1board) as it thinks fit, and an Extraordinary General Meeting shall also be convened on requisition by, or in [default](#CA1985s368_8) may be convened by, such [Representative Members](#art1_1repMem) entitled to a vote as are required by Section [368(2)](#CA1985s368_2) of the [Act](#art1_1act). If for a period of not less than 28 days there are not within the United Kingdom sufficient [Directors](#art1_1director) capable of acting to form a quorum, any [Director](#art1_1director) or any two [[Member Organisations](#art1_1memOrg)](#art1_1corpMem) may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the [Board](#art1_1board).

#### NOTICE OF GENERAL MEETINGS

15.1 Subject to Article [15.2](#art15_2) below, an [Annual General Meeting](#art1_1agm) and a general meeting called for the passing of one or more special resolutions shall be called by twenty one clear days’ notice in writing at the least, and any other general meeting shall be called by fourteen clear days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are under the Articles of the Company, entitled to receive such notices from the Company.

15.2 Notwithstanding that it is called by shorter notice than that specified Article [15.1](#art15_1) above, a general meeting shall be deemed to have been duly called if it is so agreed:

(a) in the case of a meeting called as the [Annual General Meeting](#art1_1agm), by all the [Members](#art1_1member) entitled to attend and vote thereat; or

(b) in the case of any other meeting, by a majority in number of [Members](#art1_1member) having a right to attend and vote at the meeting, being a majority together representing (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety five per cent of the total voting rights at that meeting of all the [Members](#art1_1member) entitled to attend and vote thereat.

16 The accidental omission to give notice of a meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

17 The [Secretary](#art1_1sec) shall publish a register of voting entitlement for each general meeting which shall be sent out with the notice of the meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

18 No business shall be transacted at any General Meeting unless a quorum of [Members](#art1_1member) is present. Save as herein otherwise provided, any twelve [Representative Members](#art1_1repMem) entitled to a vote present in person or by proxy, provided that they include members of at least three [Member Organisations](#art1_1memOrg), shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present or if during a meeting such a quorum ceases to be present, the meeting, if convened upon the requisition of [Members](#art1_1member), shall be dissolved; in any other case it shall stand adjourned to such other day and at such other time and place as the [Board](#art1_1board) may determine.

19 The President, or failing him the Deputy President, shall preside as chairman at every General Meeting of the Company, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, those [Representative Members](#art1_1repMem) present in person or by proxy shall elect the chairman of the meeting.

20 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting 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. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

21 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(a) by the chairman; or

(b) by twelve [Representative Members](#art1_1repMem) present in person or by proxy.

Unless a poll be so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or lost, unanimously, or by a particular majority, together with an entry to that effect in the book containing the minutes of proceedings of the Company, 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.

The demand for a poll may be withdrawn.

22 If a poll is duly demanded, it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

23 A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. Votes on a poll shall be counted by tellers appointed by the meeting who may themselves vote if so entitled. Tellers shall, unless directed otherwise by the chairman, keep confidential the details of all votes cast except for the totals thereof and shall at the end of the meeting deliver any ballot papers to the [Secretary](#art1_1sec).

24 In the case of an equality of votes whether on a show of hands or on a poll the chairman shall be entitled to a casting vote in addition to any other vote he may have.

 **VOTES OF MEMBERS**

25 Only [Representative Members](#art1_1repMem) may vote at General Meetings. Each [Representative Member](#art1_1repMem) present in person or by proxy so entitled shall be entitled to one vote.

26 No [Representative Member](#art1_1repMem) shall be entitled to vote at any General Meeting unless all [Membership Fees](#art1_1memFee) presently payable to the Company by his nominating [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) have been paid by the date on which the [Secretary](#art1_1sec) shall publish a register of voting entitlement for that General Meeting.

27.1 A [Representative Member](#art1_1repMem) shall be entitled to appoint another person as his proxy to attend and vote instead of him at any meeting, including an adjournment thereof.

27.2 On a poll votes may be given either personally or by proxy.

28.1 The instrument appointing a proxy shall be in writing and signed by the appointor.

28.2 The instrument appointing a proxy shall be delivered at the meeting to the Chairman of the meeting and an appointment of proxy which is not so delivered shall be invalid.

28.3 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

 **SURREY COUNTY CHESS ASSOCIATION**

 I, [name] being a [Representative Member](#art1_1repMem) of the Surrey County Chess Association, hereby appoint [name] as my proxy to vote for me on my/our behalf at the General Meeting of the Company to be held on [date] and at any adjournment thereof.

 Signed [date]

29 The instrument appointing a proxy shall be deemed to confirm authority to demand or join in demanding a poll.

30 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**THE BOARD OF DIRECTORS**

31.1 Unless otherwise determined by ordinary resolution the number of [Directors](#art1_1director) shall be subject to a maximum of seven persons but shall not be less than three. Subject to the provisions of Articles [8.2](#art8_2), [37](#art37), [40](#art40), [41](#art41) and [42](#art42), all [Directors](#art1_1director) shall be elected at an [Annual General Meeting](#art1_1agm) and shall hold office until the following [Annual General Meeting](#art1_1agm).

31.2 The [Directors](#art1_1director) shall be:

(a) The President

(b) The Deputy President

(c) The Treasurer

(d) The Administrative Director

(e) The Interclub Tournaments Director

(f) Two non-executive directors

31.3 No [Director](#art1_1director) shall serve on the [Board](#art1_1board) in more than one capacity. No person shall be capable of being appointed a [Director](#art1_1director) unless at the time of his appointment he has attained the age of 18.

#### BORROWING POWERS

32 The [Board](#art1_1board) may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and its property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party subject to such consents as may be required by law.

**POWERS AND DUTIES OF THE BOARD**

33 The Company shall be managed by the [Board](#art1_1board), which may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the [Act](#art1_1act) or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the [Act](#art1_1act), these Articles and to such [Bye Law](#art1_1byeLaws), being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no [Bye Law](#art1_1byeLaws) made by the Company in General Meeting shall invalidate any prior act of the [Board](#art1_1board) which would have been valid if that [Bye Law](#art1_1byeLaws) had not been made.

34.1 Any [Member](#art1_1member) may be removed from [membership](#art1_1member) in accordance with this Article but by no other method.

34.2 A [Member](#art1_1member) may be removed if, in the opinion of the [Board](#art1_1board), he has acted or has threatened to act in a manner which is substantially contrary to the interests of the Company as a whole or if his conduct (whether as a [Member](#art1_1member) or otherwise) is likely to bring the Company, or any or all of its [Directors](#art1_1director) or [Members](#art1_1member) into disrepute.

34.3 If at a meeting of the [Board](#art1_1board) a resolution is passed to remove a [Member](#art1_1member), the [Board](#art1_1board) must serve a notice on the [Member](#art1_1member) stating that the [Board](#art1_1board) has resolved to invoke the provisions of these rules and giving a statement of the reasons for the [Board's](#art1_1board) decision.

34.4 The notice to the [Member](#art1_1member) must also give the member the opportunity to make representations to the [Board](#art1_1board) in writing or in person as to why he should not be removed as a [Member](#art1_1member). The [Board](#art1_1board) must consider any representations made by the [Member](#art1_1member) and, if the representations are not made by the [Member](#art1_1member) at a [Board](#art1_1board) meeting, the [Board](#art1_1board) must consider the representations at the next [Board](#art1_1board) meeting.

34.5 After the [Board](#art1_1board) meeting at which the representations are considered, the [Board](#art1_1board) must serve a notice on the [Member](#art1_1member) informing him of the decision. If the decision is to remove the [Member](#art1_1member), this must be reflected in the register of [Members](#art1_1member) as soon as reasonably practicable.

34.6 There will be no right of appeal from a decision of the [Board](#art1_1board) to remove a [Member](#art1_1member). After the removal of the [Member](#art1_1member) has been noted in the register of members he will have no right to attend and vote at general meetings of the Company and he will cease to be entitled to any other benefits of [membership](#art1_1member). He will not be entitled to a refund of any [Membership Fee](#art1_1memFee) paid by him for his [membership](#art1_1member) of the Company.

34.7 The [Board's](#art1_1board) proceedings and the statement of reasons for removal will be confidential and the [Board](#art1_1board) must make no statement to the other [Members](#art1_1member) concerning the [Member's](#art1_1member) removal unless the [Member](#art1_1member) himself chooses to make public the issue of his removal, or to make it a matter of interest to the [Members](#art1_1member) as a whole.

35 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the [Board](#art1_1board) shall from time to time by resolution determine.

36 The [Board](#art1_1board) shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers of the Company made or ratified by the [Board](#art1_1board);

(b) of the names of the [Directors](#art1_1director) and others present at each meeting of the [Board](#art1_1board) and of any committee of the [Board](#art1_1board);

(c) of all resolutions and proceedings at all meetings of the Company, and of the [Board](#art1_1board) and of committees of the [Board](#art1_1board).

37 A [Director](#art1_1director) shall cease to be a [Director](#art1_1director):-

 (a) if he resigns his directorship by giving notice to the Company; or

 (b) if he dies, becomes bankrupt, becomes mentally incapable of managing his own affairs, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment; or

(c) if he is removed by a simple majority of the [Representative Members](#art1_1repMem) following the procedure laid down in Section [303](#CA1985s303) of the [Act](#art1_1act); or

(d) if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise.

38 Provided he has declared his interest in accordance with Section [317](#CA1985s317) of the [Act](#art1_1act), a [Director](#art1_1director) shall be entitled to vote in respect of any contract in which he is interested or any matter arising therefrom.

39 The Company may from time to time by ordinary resolution increase or reduce the number of [Directors](#art1_1director).

40 The [Board](#art1_1board) shall have power at any time to appoint any person to be a [Director](#art1_1director), either to fill a casual vacancy or as an addition to the existing [Directors](#art1_1director), but so that the total number of [Directors](#art1_1director) shall not at any time exceed any maximum number fixed in accordance with these Articles. Any [Director](#art1_1director) so appointed shall hold office only until the next following [Annual General Meeting](#art1_1agm), and shall then be eligible for re-election. The [Board](#art1_1board) shall also have power at any time to fill a casual vacancy arising in respect of the Independent Examiner to hold office only until the next following [Annual General Meeting](#art1_1agm).

41 The Company may by ordinary resolution, of which [special notice](#CA1985spec_not) has been given in accordance with Section [379](#CA1985s379) of the [Act](#art1_1act), remove any [Director](#art1_1director) before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such [Director](#art1_1director).

42 The Company may by ordinary resolution appoint another person in place of a [Director](#art1_1director) removed from office under Article [41](#art41). Without prejudice to the powers of the [Board](#art1_1board) under Article [40](#art40), the Company in General Meeting may appoint any person to be a [Director](#art1_1director) either to fill a casual vacancy or as an additional [Director](#art1_1director).

#### PROCEEDINGS OF THE BOARD

43 The [Board](#art1_1board) may meet (including meetings conducted by telephone and video conference) and may despatch business, adjourn, and otherwise regulate their meetings, as it thinks fit. 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. A minimum of two [Directors](#art1_1director) may at any time, and the [Secretary](#art1_1sec) on the requisition of a minimum of two [Directors](#art1_1director) shall, summon a meeting of the [Board](#art1_1board). It shall not be necessary to give notice of a meeting of the [Board](#art1_1board) to any [Director](#art1_1director) for the time being absent from the United Kingdom.

44 The quorum necessary for the transaction of the business of the [Board](#art1_1board) shall be one half of its members. If during a meeting such a quorum ceases to be present the meeting shall stand adjourned to such time and place as the [Directors](#art1_1director) shall determine.

45 The continuing [Directors](#art1_1director) may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number specified by Article [31.1](#art31) as the minimum number of [Directors](#art1_1director), the continuing [Director](#art1_1director) or [Directors](#art1_1director) may act for the purpose of increasing the number of [Directors](#art1_1director) to that number, or of summoning a General Meeting of the company, but for no other purpose.

46 The President, or failing him the Deputy President, shall preside as chairman of the [Board](#art1_1board) but if at any meeting he is not present within five minutes after the time appointed for holding the same, the [Directors](#art1_1director) present may choose one of their number to be chairman of the meeting.

47 The [Board](#art1_1board) may delegate any of its powers to committees consisting of one or more members of their body as it thinks fit, with power also to appoint non [Board](#art1_1board) members. 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 [Board](#art1_1board) and shall report all acts and proceedings to the [Board](#art1_1board) as soon as reasonably practicable. The [Board](#art1_1board) may overrule a decision of such committee, and may at any time dissolve such committee, or remove or replace any of its members, provided that the committee includes at least one [Board](#art1_1board) member at all times.

48 A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

49 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members of the committee present, and in the case of an equality of votes the chairman of the committee shall have a second or casting vote.

50 All acts done by any meeting of the [Board](#art1_1board) or of a committee of the [Board](#art1_1board), or by any person acting as a [Director](#art1_1director) or member of a committee of the [Board](#art1_1board), shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such [Director](#art1_1director) or member of a committee of the [Board](#art1_1board), or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a [Director](#art1_1director) or member of a committee of the [Board](#art1_1board).

51 A resolution in writing, passed in accordance with this Article, shall be as valid and effectual as if it had been passed at a meeting of the [Board](#art1_1board) duly convened and held. Notice of such a proposed written resolution shall be sent in hard copy form or in electronic form to all [Directors](#art1_1director) for the time being entitled to receive notice of a meeting of the [Board](#art1_1board). A [Director](#art1_1director) signifies his assent to a proposed written resolution by sending to the address specified in the notice a document indicating the written resolution to which it relates and stating his agreement to the resolution. The document can be sent in hard copy form or electronic form. A written resolution is passed when a majority of the total number of current [Directors](#art1_1director) have signified their agreement to it.

#### SECRETARY

52 Subject to Section [13(5)](#CA1985s13_5) of the [Act](#art1_1act), the [Secretary](#art1_1sec) shall be appointed by the [Board](#art1_1board) for such term at such remuneration and upon such conditions as the [Board](#art1_1board) may think fit; and any [Secretary](#art1_1sec) so appointed may be removed by it.

53 A provision of the [Act](#art1_1act) or these Articles requiring or authorising a thing to be done by a [Director](#art1_1director) and the [Secretary](#art1_1sec) shall not be satisfied by its being done by or to the same person acting both as a [Director](#art1_1director) and as, or in place of the [Secretary](#art1_1sec).

#### THE SEAL

54 If the Company has a seal the [Board](#art1_1board) shall provide for its safe custody and it shall only be used by the authority of the [Board](#art1_1board) or of a committee of the [Board](#art1_1board) authorised by the [Board](#art1_1board) in that behalf, and every instrument to which the seal shall be affixed shall be signed by a [Director](#art1_1director) and shall be countersigned by the [Secretary](#art1_1sec) or by a second [Director](#art1_1director) or by some other person appointed by the [Board](#art1_1board) for the purpose.

#### ACCOUNTS

55 The [Board](#art1_1board) shall cause accounting records to be kept in accordance with the provisions of the [Act](#art1_1act).

56 The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the [Act](#art1_1act), at such other place or places as the [Board](#art1_1board) thinks fit, and shall at all reasonable times be open to the inspection of the [Directors](#art1_1director).

57 The [Board](#art1_1board) 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 Company or any of them shall be open to the inspection of [Members](#art1_1member) not being [Directors](#art1_1director), and no [Member](#art1_1member) (not being a [Director](#art1_1director)) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the [Board](#art1_1board) or by the Company in General Meeting.

58 Subject to the provisions of any elective resolution of the Company for the time being in force, the [Board](#art1_1board) shall from time to time in accordance with the provisions of the [Act](#art1_1act), cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.

59 Subject to the provisions of any elective resolution of the Company for the time being in force, a copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Independent Examiner’s report, and [Board's](#art1_1board) report, shall not less than twenty one days before the date of the meeting be sent to every [Member](#art1_1member) of the Company and any other person entitled to receive notice of General Meetings of the Company. The accounting information to be given to the [Members](#art1_1member) pursuant to this Article may be given using [electronic communication](#art1_1ec) to an address for the time being notified for that purpose by the person entitled to the information.

#### NOTICES

60 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the [Directors](#art1_1director)) shall be in writing or shall be given using [electronic communication](#art1_1ec) to an address for the time being notified for that purpose to the person giving the notice.

61 Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

 (a) each [Representative Member](#art1_1repMem) and each [Full Member](#art1_1fullMem), except those [Members](#art1_1member) who have not supplied to the Company an address within the United Kingdom for the giving of notices to them;

(b) the secretary of each [Member Organisation](#art1_1memOrg).

No other person shall be entitled to receive notices of General Meetings.

#### DISSOLUTION

62 Clause [8](#clause8) of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

#### BYE LAWS

63.1 The Company in General Meeting may from time to time make, add to, alter and repeal such [Bye Laws](#art1_1byeLaws) as it may deem necessary or expedient or convenient for the proper conduct and management of the Company.

63.2 The Company shall adopt such means as it deems sufficient to bring to the notice of [Members](#art1_1member) of the Company all such [Bye Laws](#art1_1byeLaws) which so long as they shall be in force, shall be binding on all [Members](#art1_1member) of the Company, provided nevertheless, that no [Bye Law](#art1_1byeLaws) shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

63.3 Changes to [Bye Laws](#art1_1byeLaws) governing the Company’s competitions shall not be effective as regards a competition already in progress. For this purpose, the Company’s [Club Competitions](#bl_clubComp) are deemed to have commenced at the conclusion of the preceding [Annual League Composition Meeting](#art1_1alcm).

#### INDEMNITY

64.1 Every [Director](#art1_1director) or other officer or Independent Examiner of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section [727](#CA1985s727) of the [Act](#art1_1act) in which relief is granted to him by the Court, and no [Director](#art1_1director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto, but this Article shall only have effect in so far as its provisions are not avoided by Section [310](#CA1985s310) of the [Act](#art1_1act).

64.2 The [Directors](#art1_1director) shall have power to purchase and maintain for any [Director](#art1_1director), officer or Independent Examiner of the company insurance against any such liability as is referred to in Section [310(1)](#CA1985s310) of the [Act](#art1_1act).