**THE COMPANIES ACT 2006**

COMPANY LIMITED BY GUARANTEE & NOT HAVING A SHARE CAPITAL

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# RICHMOND (YORKSHIRE) GOLF CLUB LIMITED

# Company Number 9916643

**ARTICLES OF ASSOCIATION**

**Amended by Dr Ian Mains, Director, on behalf of the Board of Directors of Richmond (Yorkshire) Golf Club Limited**

**14th November, 2022**

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**THE COMPANIES ACT 2006**

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# RICHMOND (YORKSHIRE) GOLF CLUB LIMITED

# Company Number 9916643

**ARTICLES OF ASSOCIATION**

1. **Name**

The Company’s name is The Richmond (Yorkshire) Golf Club Limited, and in this document it is called the “Company” or the “Club”.

1. **Interpretation**

In these Articles:

“the Act” means the Companies Act 2006 including any statutory modifications

 or re-enactment for the time being in force.

“the Articles” means the Company’s Articles of Association.

“Board” means the Board of Directors of the Company from time to time.

“Byelaws” means the Byelaws of the Company in force from time to time.

“Member” means the persons admitted to membership of the Club in accordance with Article 6 and any rules applying at the time of admission.

“Officer” means a Director or Secretary of the Company.

“the Rules” means the rules and regulations of the Club made by the Board and/or the Club in a general meeting, and as amended from time to time.

“Secretary” means the Secretary of the Company or such other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary.

“Context” unless the context requires otherwise, words or expressions contained in these Articles bear the same meaning as in the Act, but excluding any statutory modification not yet in force when these Articles become binding on the Company.

“Gender” The masculine includes the feminine, and where appropriate the singular includes the plural.

“Headings” The headings in these Articles do not form part of them or in manner affect interpretation or construction.

1. **Liability of Members**

The liability of members is limited.

Every Member of the Company undertakes that if the Company is dissolved while they are a member or within 12 months after they cease to be a member, to contribute such sum (not exceeding £1) as may be demanded of them towards the payment of debts and liabilities of the Company incurred before they cease to be a member, and of the costs, charges and expenses of winding up the Company.

1. **Application of Income and Property**

All income and property of the Company howsoever derived shall be applied solely towards the promotion of the objectives of the Company given below **("the Objectives"),** andno portion of the income and property of the Company shall be paid or transferred directly or indirectly by the means of dividend, bonus or otherwise by way profit to any member of the Company, and no director of the Company shall be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company for discharging his duties. This does not prevent a member who is notalso a director receiving reasonable and proper remuneration for any goods or services supplied to the Company.

**The Company's Objectives** are specifically restricted to promoting the amateur game of golf and other athletic sports and pastimes, the provision of facilities for the promotion of participationin golf or any other eligible sport, and to encourage social intercourse among the members of the Company and in particular to lay out, prepare and maintain a golf course at Richmond, North Yorkshire or elsewhere, for golf and other purposes of the Company, and to provide clubhouses, pavilions, toilets, kitchens, refreshment rooms, workshops, sheds and other conveniences, and to furnish and maintain the same and permit the same to be used by the members of the Company or visitors upon such terms as the Board may from time to time think fit.

In furtherance of the **Company’s Objectives** but not otherwise the Company may exercise the following powers:

* 1. To own all or any part of the undertaking, assets and liabilities of Richmond (Yorkshire) Golf Club.
	2. To establish, maintain and conduct a golf club for the accommodation of members and generally to afford them all of the usual privileges and advantages of a golf club.
	3. To promote and hold either alone or jointly with any other association, club, or persons, golf meetings, competitions and matches and to offer, give or contribute towards prizes medals and awards and to promote, give or support dinners, balls, concerts and other entertainments.
	4. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges that the Company may think necessary or convenient for the promotion of its objectives, and to construct and maintain and alter any buildings or erosions necessary or convenient for the work of the Company.
	5. To sell, let, mortgage, dispose of or turn to account all or any assets of the Company as may be thought expedient with a view to the promotion f its Objectives.
	6. To purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required that may be conveniently used in connection with the grounds, clubhouse or other premises of the Company by persons frequenting them, whether members of the Company or not.
	7. To buy, prepare, make, sell and deal in all kinds of equipment used in connection with golf in all kinds of food and beverage required or used by members of the Company or other persons using the grounds, clubhouse or premises of the Company.
	8. To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them and other persons salaries, wages and charges, in return for services provided to the Company.
	9. 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 golf. To give gratuities, Christmas boxes or financial assistance to any person ho may have served with the Company, or to dependents of any such person.
	10. To borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may be determined from time to time.
	11. To invest and deal with finances of the Company not immediately required upon such investments, securities or property and in such a manner as may be determined from time to time.
	12. To incorporate and provide funding to a wholly-owned trading, subsidiary of the Company provided that when carrying out such activities the Board has a reasonable belief that by doing so the assets of the Company are likely to be enhanced as a result.
	13. To do all such lawful things necessary for the attainment of the Objectives.
	14. To do all such things as the Board considers to be in the interests of the Club.
1. **Membership**
	1. **Application**

Membership of the Company shall be open to all without discrimination. A member of the Company may only be an individual and not a body corporate or a partnership. However, limitation of membership according to the available facilities is allowable on a non-discriminatory basis.

The Company may have different classes of membership and subscription on a non-discriminatory and fair basis. The Company will undertake to maintain subscriptions at levels that will not pose a significant obstacle to persons participating in the game. No person shall become a member of the Company unless that person has completed an application for membership and the application has been approved by the directors. The directors may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Company into disrepute. Appeal against refusal or removal may be made to the members. The application form shall contain an undertaking to comply fully with the Rules and Byelaws and an undertaking that if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her towards the payment of the debts and liabilities of the Companyincurred before he or she ceases to be a member, and of the costs charges and expenses of winding up.

**5.2 Notice of Resignation**

Any member wishing to resign their membership of the Company must give notice in writing to the Secretary.

**5.3 Expulsion of Members**

Any member of the Company expelled in accordance with the Rules, or otherwise ceasing to be a member whether by resignation, death or any other reason, shall in default of an actual notice of resignation of his or her membership of the Company served in accordance with **Article 5.2** above, be automatically deemed to have served a notice resigning his or her membership of the Company pursuant to **Article 5.2** one calendar month from the date that he or she ceased to be a member of the Company. Any member of the Company who ceases to be a member for whatever reason forfeits all rights to bring a claim upon the Company, its property or funds, or any return of fees or subscriptions paid and remains liable for any fees or charges due from them as at the date of cessation including, for the avoidance of doubt, the undertaking to contribute the sum (not exceeding £1) set out at **Articles 3** and **5.1** above. Appeal against expulsion may be made to the Secretary. The rights of a member are personal, not transferable and cease upon their death.

1. **Annual General Meeting & General Meetings**

**6.1 Annual General Meeting**

The Company shall hold a general meeting in each year as its Annual General Meeting, in addition to any other meetings that year, and must specify the meeting as the Annual General Meeting in notices convening it. Not more than 15 months shall elapse between Annual General Meetings. Provided that the Company holds its first Annual General Meeting within 18 months of its incorporation, it does not need to hold it the year of its incorporation.

To convene an Annual General Meeting, or a meeting called for the passing of a special resolution, the Board must give 28 days notice.

The Annual General Meeting shall receive and consider a statement of accounts and balance sheet, a report from the Company’s Accountants together with a report on the activities of the Company during the past year, and to elect the Directors of the Company. Any member of the Company wishing to place an item on the agenda shall give notice to the Secretary, in hard copy or by electronic means at least 21 days prior to the meeting. No other business will be discussed other than those listed on the agenda.

**6.2 General Meetings**

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

The Directors may convene a General Meeting whenever appropriate.

Members of the Company may request a General Meeting by submitting a request to the Board, from not less than 30 Members. The request must state the general nature of the business to be dealt with at the Meeting and may include the text of a resolution to be moved at the Meeting. The resolution can be submitted as hard copy or electronic form and must be authenticated by the Member (s) proposing it. If such a General Meeting is requested by Members, the Directors will call such a meeting within 28 days of the request and any resolution proposed will be included in the notice of the Meeting. If the Directors fail to call such a meeting then Members (not less than 15 in number) may themselves call a General Meeting and should include any resolution intended to be moved at the meeting. This meeting shall be called for on a date not more than 90 days after the original request for such a meeting.

Notice of a General Meeting shall be given to every voting member and every Director of the Company and shall state:

* Date and time of the meeting,
* Place of the meeting,
* The business to be dealt with at the meeting.

Notice shall be provided in hard copy or electronic format or by means of the Company website. If the website is used then members will be notified and the notice will be maintained until conclusion of the meeting.

**6.3 Special Business**

 All business transacted at a General Meeting and at an Annual General Meeting shall

be deemed special with the exception of a review of the Accounts, Balance Sheet and reports from the Directors & Accountants, the Election & Re-election of Directors and the appointing of the Accountants.

**6.4 Quorum**

The quorum required for a General Meeting is a minimum of 20 members. If no quorum is reached within 30 minutes from the appointed time for the meeting, or if during the meeting the number of attendees falls below the quorum, then the following actions will take place:-

* If the meeting was called by request of members, it will be immediately dissolved.
* In any other case, the meeting will be adjourned to the same time, date and place in the following week, or at alternatives determined by the Board. Should a quorum of members not be present at the adjourned meeting within 30 minutes of the appointed time, the members present shall form a quorum.

**6.5 Chairman**

 The Chairman of the Company shall preside as Chairman at every General Meeting of the Company. If unwilling to act or is not present within 15 minutes of the appointed time, the Directors will elect one of their numbers to be Chairman. If no Directors are willing to act as Chair, of if none are present within 15 minutes of the appointed time the members present will elect a Chairman from the members present by simple majority.

**6.6 Passing of Resolutions**

 At any General Meeting a resolution put to a vote shall be decided by a show of hands. Any member present may demand a poll, duly seconded, before a resolution

 is to be decided. Should 5 or more members present support this motion, then the resolution shall be decided by poll. In the case of equal votes, either by a show of hands or poll, the Chairman of the meeting will have a casting vote in addition to the vote entitlement as a member.

 Unless a poll is demanded, a declaration will be made by the Chairman on the result, which will be duly minuted, without details of the votes cast in favour or against.

 If a poll is demanded, the results will be recorded. Further business of the meeting will continue after the poll.

**6.7 Voting Rights**

 Every member of the Company over 18 years of age shall be entitled to attend and vote at General Meetings. This includes all categories of membership. Unless disqualified by arrears of subscription, each member will have no more than one vote, with the exception of the Chairman of the meeting who shall also have a casting vote.

Votes shall be given personally or by proxy. Should a member wish to appoint a proxy to vote on their behalf at any meeting, they must do this either in writing or by electronic means to the Company Secretary. This must be done not less than 24 hours before the meeting.

1. **Directors**

**7.1 Election of Directors**

Any member of the Company shall be able to stand as a Director. This includes all categories of membership including Captains, provided they have reached the age of 18 years; there is no maximum age limit for Directors.

Members are eligible for election as a Director at any Annual General Meeting provided that not less than 14 days and not more than 28 days before the date of the meeting the following notices are submitted to the Company Secretary:-

* A notice signed by the Member qualified to attend and vote at the Meeting proposes a Member for election as a Director,
* A notice signed by the proposed Director stating their willingness to be elected.

The names of proposed candidates will be entered on the proxy form in alphabetical order, and delivered with the notice convening the Annual General Meeting. The form will allow members to vote in favour or against any such nominee. A retiring Director offering themselves for re-election will also be named on the proxy form. Notwithstanding this pre-meeting process, new nominations and re-eclections can be made at the meeting. If there are more candidates or nominations than there are vacancies, on the Board there will be a ballot at the meeting. In the event of a tie, the Chairman will decide by lot who will be elected. Where there are insufficient nominations, the Board may fill remaining vacancies as per section 7.5 of these Articles.

**7.2 Number of Directors, Qualification, Quorum & Remuneration**

The maximum number of Directors shall be 6 and the minimum 3 and these numbers may only be changed by a resolution of the Company in a General Meeting.

The Directors shall meet monthly or more frequently as necessary and 3 Directors shall constitute a quorum. No Director shall vote on business in which they have a commercial or associated interest, and if this results in an inquorate meeting the business will be void. The Board will call a General Meeting if the number of Directors falls below 3 to appoint further Directors.

No Director shall be appointed to a salaried position within the Company and no remuneration or other benefit shall be paid or given by the Company, with the exception of approval of out-of-pocket expenses incurred in connection with a Director’s duties.

**7.3 Registration of Directors & Election of Officers**

 The Directors shall maintain a Register of Directors setting out full details of each Director, including date of election and retirement dates.

The Directors shall elect a Chair and Treasurer and any other appropriate Officers. All Officers shall cease to hold office at the conclusion of each Annual General Meeting, but shall then be eligible for re-election. An Officer shall cease to hold Office if they cease to be a Director or resigns from that Office by written notice.

**7.4 Retirement of Directors**

 At every Annual General Meeting of the Company, at least 2 Directors must retire from office, to ensure that no Director remains in office for more than 3 years, without re-election. The retiring Directors will be those who have been longest in office since their last election. Should there be Directors elected on the same day, those to retire will be determined by lot, unless by agreement between themselves. Retiring Directors are eligible for re-election.

**7.5 Appointment and Removal of Directors**

 The Board may appoint any member to be a Director should the number fall below 3, but not to exceed the maximum of 6 Directors. Such an appointment will be ratified at the next Annual General Meeting.

The Board may put forward a resolution to remove any Director before the end of their period in office under the following circumstances:-

* Disqualification from acting as a Director by operation of law of court order,
* They give the Board one calendar month notice on writing of intention to resign,
* They are absent from Board meetings for a continuous period of 3 months without special leave and this is duly recorded during that period,
* They hold any office of profit under the Company,
* They are directly or indirectly interested in any contract with the Company, and fail to declare this in accordance with Section 182 of the Companies Act.

**7.6 Powers and Duties of Directors**

 The Company and its assets will be managed by the Board of Directors who will exercise all powers of the Company, subject to these Articles, the Companies Act and any directions given by special resolution. A meeting of the Board at which a quorum is present may exercise all powers exercisable by the Directors.

The Board will define the annual and other subscriptions, entrance fee (if any), payable by all categories of membership and on such terms and conditions as appropriate. The Board will take into account the need to maintain subscriptions at an affordable level, but also with the need for financial sustainability of the Company. The annual subscriptions will be become due on the anniversary of the member joining the Company. If a member fails to pay their subscriptions within 90 days of the due date, membership will lapse and their name removed from the membership database, unless a valid reason is provided. Should payment be made in arrears the Board may decide to allow re-join. Members will provide details in writing or by electronic means of their bank for payment purposes.

The Board may raise money by a levy on the members only if sanctioned by a normal resolution passed at a General Meeting or Annual General Meeting.

The Board may delegate any of their powers to an appointed Committee, eg Greens Committee, subject to regulation by the Directors and these Articles of Assocation, and can be revoked by the Directors at any time. The powers of such Committees, including financial limits will be given by the Board.

All cheques, promissory notes, drafts, bills of exchange and other negotiable financial instruments and all receipts for payments to the Company will be signed, drawn, accepted, endorsed or otherwise executed as determined by the Directors.

The Board will ensure minutes are recorded for the following events and retained for at least 10 years:-

* All appointments of Officers or membership of Committees,
* Delegated powers given to those Committees and recall or revoking,
* Names of Directors and Members present at each meeting of the Board and Committees,
* All resolutions passed and proceedings taking place at Board & Committee Meetings as well as General Meetings and Annual General Meetings.

The Board may request observers who may or may not be members of the Company to attend Board Meetings as necessary from time to time. Such individuals may be allowed to speak but not to vote at such meetings.

The Board may meet for business purposes subject to Article 7.2, and may adjourn or regulate their meetings as they think fit. Matters arising shall be decided by a majority of votes with the Chair having a second or casting vote in the case of equality of votes. Any Director, or the Secretary on request of a Director, may summon a meeting of the Board.

1. **Accounts**
	1. **Accounting Records**

The Board of Directors will ensure that adequate accounting records are maintained, in accordance with Section 386 of the Companies Act, will be preserved for at least 3 years, and will in particular contain :-

* Day to day entries of income and expenditure and details of each transaction,
* A record of the assets and liabilities of the Company.

The Accounting Records will be held at the Company’s registered office or at such other locations as the Board thinks appropriate, and at all times will be available to inspection by the Company’s Officers. The Board will determine when the Accounting Records or part of them are open to inspection by members of the Company who are not Officers, or as determined by statute or by the Company in a General Meeting.

* 1. **Annual Reports of Accounts**

For each financial year of the Company the Directors will prepare accounts comprising a balance sheet and a profit and loss account providing a true and accurate financial position, in accordance with Section 398 of the Companies Act. The accounts will be approved by the Board and signed by a Director of the Company. The balance sheet will contain the signature and the name of the signatory normally the appointed Auditor. In a prominent position above the signature there wil be a statement that the accounts have been prepared in accordance with the provisions applicable to a company subject to the Small Companies’ Regime as defined in Section 381 of the Companies Act.

**8.3 Annual Directors’ Report**

The Directors will also prepare a Directors’ Report each financial year for the Company comprising :-

* The names of the Directors in office at any time during the financial year,
* The principal activities of the Company during the course of the year,
* Approved by the Board and signed on behalf of the Board by a Director or Secretary of the Company,
* State the name of the signatory,
* In a prominent position above the signature there wil be a statement that the accounts have been prepared in accordance with the provisions applicable to a company subject to the Small Companies’ Regime as defined in Section 381 of the Companies Act.

**8.4 Filing of the Reports**

 The Directors will deliver copies of the balance sheet drawn up as at the last day of

the financial year to the Registrar of Companies. The Directors may also deliver copies of the Company’s profit and loss account and the Directors’ Report for that year. The Accounts and Report ill be filed no later than 9 months after the relevant accounting period, in accordance with Section 443 of the Companies Act.

Copies of the Annual Accounts and Reports for each financial year will be made available to all members and copies posted in the Clubhouse at least 7 days prior to the Annual General Meeting.

A member may demand single copies of the Company’s last annual Accounts and the last Directors’ Report, supplied free of charge and within 7 days of the request.

1. **Rules and Byelaws of the Club**

The Directors of the Company may from time to time make, alter and repeal any Rules and Byelaws they consider necessary for the proper conduct and management of the Club, including but not exclusively the following specific Rules and Byelaws;

* Regulate the various categories of membership, including terms and conditions for each,
* Regulate rules for the nomination and election of the Club Committees,
* Regulate the terms and conditions for guests and relatives of members and visitors for use of the property and premises of the Club and Company,
* Fix opening times of the Golf Course, Clubhouse and premises of the Club or any part of them including permitted hours for serving drinks in conjunction with the licencing laws,
* Regulate the conduct of members, guests and visitors in relation to each other and Company Staff, through provision of appropriate Company Policies and Procedures,
* Set aside the whole or part of the Club’s premises for members or visitors for specific purposes,
* Regulate all disciplinary matters in relation to suspension or expulsion of membership from the Club, including delegation of powers to a Disciplinary Committee, in accordance with the Company Policies and Procedures.
* Regulate any matter that is commonly the subject of the Club’s Rules and Byelaws.

The Directors will adopt any means they consider sufficient to publicise the Rules and Byelaws and any alterations, repeals and additions, to the membership. All such Rules and Byelaws are binding upon all members of the Company, while they re in existence. All Rules and Byelaws will be consistent with these Articles of Association and will not breach any statutory provision.

1. **Indemnity**

 Subject to the provisions of the Companies Act and without prejudice, every Director, Officer or Committee Member of the Company will be indemnified out of the assets of the Company against any liability incurred by them to a person other than the Company. This includes defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in conjunction with any application in which relief is grabnted to them by the courts of liability for negligence, default, breach of statutory or other duty of trust in relation to the affairs of the Company. This is subject that the person so indemnified must have acted honestly, reasonably and in the best interests of the Company and is entitled to be so indemnified.

1. **Dissolution**

The members may vote to wind up the Club if such a resolution is proposed in a General Meeting, with a minimum of 75% of the membership present and supporting the proposal. The Board will then be responsible for the orderly winding up of the Club’s affairs. After settling all debts and liabilities of the Club, the Board will dispose of the net assets remaining by giving or transferring them to another Club with similar sports purposed which is registered as CASC or to the Club’s governing body.

1. **Communication by the Company to the Members**

Unless otherwise provided for in these Articles or by the Companies Act, the Company may send a document or information to a member by the following means:

* In hard copy form in the post in a prepaid envelope addressed to the member at the address held by the Company, and in the UK receipt will be assumed after 48 hours from posting,
* In electronic form if the member has provided an e-mail address and delivery will be assumed withing 48 hours from sending. The member may also request a hard copy of such a document or information and the Company will send such free of charge within 28 days of receipt of such a request.
* By making such a document or information available on the Company’s website in a readable and downloadable format, and the membership will be advised of such a posting, which will be available for a minimum of 28 days from the day or posting,
* Notices will be displayed on the notice-boards within the Clubhouse and/or that adjacent to the first tee, as appropriate,
* A document or information sent or supplied by a member to the Company or by the Company to a member is authenticated by signature (hard copy or electronic).

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