Clwb Golff Porth Llechog
Bull Bay Golf Club

6ed Mawrth 2024 / 6th March 2024

Annwyl Aelod / Dear Member

98fed Cyfarfod Cyffredinol Blynyddol – Nos Fercher, 27ain Mawrth 2024 – 8.00 yr hwyr

98th Annual General Meeting – Wednesday, 27th March 2024 – 8.00pm

Please find attached to this message the following documentation:

a 98th AGM – 27 March 2024 [this includes an Agenda & Minutes of the previous AGM 2023]

b Special Resolution – 27.3.2024

c Draft AoA - 7.11.23 (updated 14.2.24)

d Articles of Association 2014

e Articles of Association 2024 v 2014 comparison

f Proxy Form – Special Resolution – 27.3.24

The above will also be available on the Club's website.

Copies of the condensed accounts will be available at the meeting with a limited number available in the office/shop prior to the AGM.

A Special Resolution to be proposed at the Annual General Meeting to be held at the Clubhouse at 8 p.m. on Wednesday, 27th March 2024, is to adopt new Articles of Association

1 INTRODUCTION

1.1 At the 2022 AGM, the Executive was asked to look at the Articles of Association of The Bull Bay Golf Club Limited, a company established in 1926.

A sub-committee of Graham Perry, Jon Bingham & Anna Jones (all members of Exec at the time but subsequently retired) has looked at the Club's Articles and recommended that the Club adopts new Articles. All proposed changes have been examined and approved by both Wales Golf and the National Golf Clubs Advisory Association (NGCAA). The Exec endorses this recommendation.

1.2 A company's articles can only be changed by a Special Resolution of the members. The following Special Resolution (SR) will be proposed at the AGM:

"To consider and if acceptable endorse the adoption of revised Articles of Association identified as Draft A of A – 7.11.23 (updated 14.2.24) to become effective 15th May 2024."

1.3 This SR is important.

The purpose of this letter is to describe the main changes which the new Articles will make to the existing Articles if, as we recommend, the SR is passed by the necessary majority (minimum 75% of those voting).

Ffordd Porth Llechog, Amlwch, LL68 9RY
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2 MAIN CHANGES

Obviously there are a number of sections that are regulated by the Companies Act 2006 and are therefore mandatory with no changes being proposed. However the sub-committee have attempted to form the Articles into a more streamlined governance for the benefit of the Club.

As this is the single most important resolution proposed in the last ten years, the sub-committee feel it is important to emphasise that there is no change to the powers vested in the governing body of the Club, be it a 16 person Executive Committee or a three to five person Board of Directors. In essence the most pertinent issues that have arisen are:

	2014 Articles of Association	**2024 Articles of Association**
Definition of Members	Seven categories	*Clause 3:* amended to be 'as approved by the Directors at the time'
Voting rights	Certain members only with some excluded	*Clause 18:* amended to include Honorary, Associate and over 16 members. Social members are excluded
Candidates for Membership	Have to be able to get members to propose & second	*Clause 3:* no discrimination with memberships & easier to apply
General meeting Quorum requirements:	Currently 40 members	*Clause 17:* amended to 'minimum of 5% with voting rights'
Captaincy:	Gents and Ladies Captains & Vices	*Clause 7:* Club Captain & Club Vice
Governance	16 Directors/members on Executive	*Clause 5:* Board of Directors with a minimum 3, maximum 5 Directors
Officers / Ambassadors	Currently seven	*Clause 4:* President, Captain, Vice Captain
Dissolution policy	To some other similar institution or institution promoting golf in Wales	*Clause 33:* to the members under defined terms
AGM date	Must be during March	*Clause 20:* no more than 15 month gap
General meetings	Committee to convene	*Clause 21:* members may convene

3 CONCLUSION

We are confident that the new Articles are an improvement in a number of ways and believe that the Special Resolution is in the best interests of the Club. We will be voting in favour and encourage you to do the same.

Please make every effort to attend or appoint a Proxy by 5pm on Monday, 25th March.

Yours sincerely

Captain Vice Captain

For and on behalf of the Executive Committee

CCB 98fed
98th AGM

27ain Mawrth 2024
27th March 2024

BULL BAY GOLF CLUB LIMITED

98th ANNUAL GENERAL MEETING – 27th March 2024 – 8pm

AGENDA

1 Apologies

2 To accept the minutes of the 97th Annual General Meeting held on 31st March 2023

3 Matters Arising

4 Special Resolution proposed by the Executive Committee

"To consider and if acceptable endorse the adoption of revised Articles of Association identified as Draft A of A – 7.11.23 (updated 14.2.24) to become effective 15th May 2024"

(Break for Counting Votes)

5 To receive the Balance Sheet and Accounts for the year 2022/23 and the Report of the Accountants

6 Appointment of the Club's Accountants for 2024

7 Captain's Address

8 Election of Executive Members - 4 vacancies
(Break for Counting Votes if necessary)

9 Election of Officers

10 Change of Captains

Minutes of the 97th Annual General Meeting
Held at Bull Bay Golf Clubhouse on 31st March 2023 at 8.00pm

The Chair - The Captain, Mr Mike Daly

There were 52 full members in attendance.

The Notice convening the meeting had been displayed on the Club's notice boards within the Club, on the Club's website, and distributed via the BRS system to members, for the required 14 days prior to the meeting and the date and venue had been published within the Annual Fixture Book issued to all members.

The Captain welcomed all members.

Captain requested all attending to stand in thoughtful silence as a mark of respect for all members and former officers who had passed away.

1 Apologies

The Captain reported the following had sent their apologies:- *Jon Bingham, John Jones, David Hart, Alan Jones, Colin Hughes, Gaz Owen, Cath Davies, Cath Jones, Dafydd Williams, Tim Lovelock, Elwyn Roddick*.

Captain asked if there were any other apologies to be recorded and the following were noted: S Bebbington, GP Jones, I Lloyd, H & S Williams, E Rowlands, L Griffiths, E Jones, T Lewis

2 Acceptance of the statement of 96th AGM held on the 25th March 2022

Proposed as a correct record by Mrs Diane Hardy and seconded by Mr Terry Young

3 Matters rising

None

4 To receive the Balance Sheet and Accounts for the year 2021/22 & management accounts for the period 1 May 2022 to 31 October 2022 and the Report of the Accountants

In the unavoidable absence of Mr Colin Bell of Williams Denton the Captain read the following summary Report from the Club's accountants.

"Unfortunately, due to a prior commitment I am not able to attend this year's Annual General Meeting and therefore present the following report.

Statutory Accounts for the Year Ended 30 April 2022

The Statutory Accounts for this year were prepared by us from the company's books and records and Filleted Accounts have been submitted to Companies House to fulfill the company's filing obligations.

We also prepared the company's Corporation Tax Return for this year which was submitted to HMRC along with a copy of the accounts and no corporation tax was due for this year.

A summary of the Statutory Accounts for the year are included in your member's pack.

In summary these accounts show the following: -

- total income for the year of £544,890 compared with £366,665 in the previous year, which included £75,988 of Covid19 Government support grants.
- total expenditure for the year of £611,765 compared with £318,788 in the previous year.

- overall, there was a net deficit of £66,875 compared with a net surplus of £47,877 in the previous year.

Looking at the Income & Expenditure Account for the year to 30/04/2022 in more detail and comparing with the previous financial year to 30/04/2021 which was affected by Covid lockdowns I would highlight the following figures:

1 Members Subscriptions & Locker income increased to £178,575 compared £168,094 in the previous year.

2 Green fees income increased to £115,902 compared with £64,347 in the previous year which was affected by the Covid lockdowns.

3 Bar Income increased to £106,630 compared with £34,989 in the previous year which was affected by the Covid lockdowns.

4 Handicap Committee Income increased to £28,362 compared with £13,774 in the previous year which was affected by the Covid lockdowns.

5 There are also new streams of income in terms Catering = £25,612; Shop = £33,194; Buggy Income = £20,388; and Flat Holiday Rental = £14,329.

6 Covid related grants were down to £1,431 compared with £75,988 in the previous year.

7 Overall Wages costs were up to £242,198 (£1,431 covered by furlough grants) compared with £129,752 (£30,155 covered by furlough grants) and was due in the main to costs in related to the new income streams of Catering, Shop & Buggy Hire as well as increased activity in the Bar.

8 Light & Heat was up to £20,614 compared with £9,459 in the previous year which was lower due to the Covid lockdowns.

9 Clubhouse Maintenance & Repair was up to £14,508 compared with £5,478 in the previous year.

10 Course & Equipment Costs was up significantly to £85,859 compared with £37,546 which was due to planned improvements of the course using the previous year's surplus and is a contributing factor to this year's deficit.

11 Costs associated directly with income streams such as Bar, Shop, Catering, Buggy and Competitions have all increased as these activities increased in the year following the ending of Covid lockdowns.

The Balance Sheet as of 30 April 2022 showed that the company had reserves of £380,052 after a prior year adjustment of £20,934 which related to historic accumulation of differences in membership income which has now been adjusted with the change to improved membership invoicing and recording procedures.

The reserves of £380,052 can be broken down into fixed assets of £383,928 (including land & buildings, equipment, fixtures, etc valued at cost less depreciation), stocks of £28,855, debtors of £3,744, cash at bank and in hand of £176,300 less total creditors of £212,775.

Included within creditors are subs paid in advance of £91,287 and a government backed bounce back loan of £40,833.

Management Accounts for the 6 Months Ended 31 October 2022

These management accounts have been prepared from the company's accounting software and underlying records and are included in your member's pack.

In summary these management accounts show the following:

- total income for the period of £348,739.

- total expenditure for the period of £361,180.
- overall, there was a net deficit for the period of £12,441.

The Balance Sheet as of 31 October 2022 showed that the company had reserves of £371,596.

The reserves of £371,596 can be broken down into fixed assets of £371,571 (including land & buildings, equipment, fixtures, etc valued at cost less depreciation), stocks of £26,421, debtors of £1,822, cash at bank and in hand of £169,694 less total creditors of £197,912.

Included within creditors are subs paid in advance of £92,967 and a government backed bounce back loan of £35,833.

We continue to assist the Club in developing it's financial systems to enable it to extract better management information on a timely basis to enable better planning for the future.

I hope this report has given you a summary of the company's financial position.

I would like to thank Steve, Graham, Nikki and Natalie for their assistance in providing us with all the information and answering all our queries when preparing the company's accounts.

Colin Bell FCCA, Director, Williams Denton Cyf'

Printed accounts had been distributed to members prior to the AGM and were distributed on arrival at the meeting.

Captain asked for questions:

P vanAardt asked if the Club had considered having the valuation of the Estate reviewed as it seemed low. Captain responded that had been discussed in Executive and with WD and was not considered necessary at present. Once a valuation is made it has to be re-valued every five years and is additional expense.

D Llewelyn queried the prior year adjustment of membership figure. Captain said he would refer this to WD. DLI went on to say that with our last year deficit of approx £66k plus the adjustment figure of c£20k our liquidity must be affected. Captain explained that a large part of our deficit (approx £37K) could be attributed to trying to support catering at the Club.

D Davies asked if expenditure budgets were set and stated that previous Treasurers had requested no spending. Captain explained that conversations were on-going with WD to set budgets but we could not have predicted increases for example as we have seen in Utility charges.

I Norgain asked if Executive had addressed the increase in wage costs. Captain replied that they were examining the wage bill and reducing where possible.

G Lanceley asked about the disparity between coffee machine expenditure and receipts and about Shop expenditure and Receipts. Captain said he would refer to WD.

There were no other questions.

Captain asked for the formal approval of the accounts. This was proposed by Mr J Trew and seconded by Mrs J O'Hare.

5 Appointment of Club's Accountants

Following recommendation by the Captain, Messrs Williams Denton continue as the Club's accountants for a further year. Proposed by Mr M Daly, seconded by Mrs J O'Hare.

6 Resolutions Received

No resolutions had been submitted.

7 Captain's Address – Mr Mike Daly

MD stated that it had been an honour to be Captain of BBGC and thanked all the members for their support. He expressed his thanks to all members of the Club's staff and the Executive Committee. He also thanked Graham Perry for his efforts behind the scenes and together with Anna Jones and Jon Bingham for their work on proposed changes to the Club's Articles of Association. He recorded his pleasure at the success of the ProAm event and thanked Andy Knight for his efforts in making the event a success. He then presented flowers to Anna, Jane O'Hare and Wendy Jones and concluded by thanking everyone for listening to him through the year.

8 President's Address – Mrs Wendy Jones

The outgoing President thanked all the members for their support during her three years as President of Bull Bay Golf Club. Overall she had enjoyed her time in office and was proud to have served the Golf Club in this way.

New President

Mr Terry Young accepted the role of President gratefully and thanked Wendy Jones and Ken Hind for their nomination. He expressed his appreciation to WKJ for her efforts and thanked Captain, Executive and Staff. He stated that more people with longer service than him could have been nominated for the role and encouraged all members with questions for Executive to approach him.

9 Election of Executive Committee Members

There were **four** vacancies for Executive as detailed in the accompanying AGM Papers and which were duly posted in accordance with the Articles of Association.

Three names were put forward with the following members being duly appointed to serve on the Bull Bay Golf Club Executive committee for the following 3 years. The elected members were as follows:-

Mr James Trew, Mr Julian Hurst, Mrs Diane Hardy

10 Election of Officers

President:	Mr Terry Young
Vice Presidents:	On the proposal of the Captain and seconded by the President, acceptance for the following to remain as Vice Presidents:- Mrs Beryl R Williams and Mr AD Jump
Ladies Captain:	Mrs Nicky Mackenzie on the agreement of the Ladies committee
Ladies Vice Captain:	No Ladies Vice Captain was nominated at the time of the AGM
Vice Captain:	Election of Mr Gareth Owen on the proposal of Mr Robert Ewing, seconded by Mr Harold Williams
Captain:	Mr Robert Ewing as nominated by the Past Captains Association. Proposal of Mr Harold Williams and seconded by Mr Tony Lewis

The nominations were deemed to be accepted by the members.

10 Change of Captains

The outgoing Lady Captain made a short speech to thank all members attending the AGM and the outgoing Captain for all his support during her term of office and to all on Executive committee. LC acknowledged that Jack Carter, Sion Thomas and Gaz Owen had been selected to compete and represent Anglesey in the Island Games and it was an honour for them and BBGC.

Diolchodd Capten y Merched newydd i'r Capteiniaid oedd yn gadael, pawb ar y Pwyllgor Gwaith ac aelodau. Yn ogystal dymunodd bob lwc i'r aelodau ar gyfer y tymor i ddod. Cydnabu CyM fod Jack Carter, Siôn Thomas a Gaz Owen wedi'u dewis i gystadlu a chynrychioli Ynys Môn yng Ngemau'r Ynysoedd ac roedd yn anrhydedd iddynt hwy ac i CGPLl.

The incoming Lady Captain thanked the outgoing Captains, all on Executive and members. She also wished members good luck for the forthcoming season.

Gwnaeth yr Is-gapten araith fer i ddiolch i'r aelodau am yr anrhydedd o'i dewis a'u cefnogaeth; dymunodd y gorau i'r Capteiniaid newydd ar eu blwyddyn yn y swydd.

Vice Captain made a short speech to thank the members for the honour of the selection and their support; he wished the new Captains all the best for their year in office.

11 Araith y Capten Newydd / New Captain's address – Mr Robert Ewing

Diolchodd y Capten i'r Swyddogion am eu gwaith ardderchog dros y flwyddyn ac i'r aelodau am y fraint ac anrhydedd i gael ei ddewis fel Capten Clwb Golff Porth Llechog. Dros y 12 mis nesaf mae ef yn bwriadu parhau gyda'r gwaith ardderchog sydd yn mynd ymlaen yn y Clwb gyda'r help ac arweiniad o'r bobl arbennig o'i gwmpas. Dyfodol y Clwb sy'n ganolog iddo. Yn ogystal, diolchodd i'w Is-gapten am gymryd y rhan ar fyr rybudd.

Mi fydd cyfarfod ymgynghori ar Articles of Association y Clwb sy'n cymryd lle ar 21 Ebrill 2023 ac yr oedd yn gobeithio gweld nifer o'r aelodau yn y drafodaeth bwysig yma.

The Captain thanked the Officers for their excellent work over the year and to the members for the privilege and honour of being chosen as Bull Bay Golf Club Captain. Over the next 12 months he intends to carry on with the excellent work that goes on at the Club with the help and guidance of the fantastic people around him. He has the interest of the Club at heart. In addition, he thanked his Vice-Captain for taking the part at short notice.

A consultation meeting on the Club's Articles of Association will take place on 21 April 2023 and he hoped to see many of the members at this important discussion.

The joint Captains Charity for the year will be the Wales Air Ambulance.

The Captain Declared the 97th Annual General Meeting closed at 8.46pm

Addendum to Minutes : Williams Denton responses to questions unable to be answered at the AGM

1 Response from WD to question raised by Dafydd Llewelyn

Historically the Membership Subs & Locker Income have been accounted for on a receipt basis and adjusted for by accounting for an estimated amount of Subs in Advanced based on the profile of receipts. With the introduction of the new online bookkeeping system and training of staff a new system on recording Membership Subs & Locker within the book-keeping software was introduced in the year to 30/04/2022 which improved the accuracy of the figures. The book-keeping system now accurately records Membership Subs & Locker Income along with an accurate figure of Subs in Advance at any point in time. A prior year adjustment of £20,934 was needed in the 2022 accounts to show the correct figures for the year and was a result of Subs in Advance being understated in previous periods and therefore surpluses being overstated / deficits understated in previous accounting periods. Looking at the estimated Subs in Advance figures from previous accounting period ends it is likely that they were understated at 30/04/20 and 30/04/21 as the profile of receipts during the Covid period was not typical.

2 Response from WD to question raised by Gabrielle Lanceley

Having checked this out, I now know that during that year, the coffee sales were not being recorded separately from the bar takings. They were recorded on the till but not on our accounting system. This has been corrected and if you look at the 6 months ending October 2022 you will see coffee income of £3,652 with an expenditure of £2,909. I am sure you will agree that is more like what we would expect. You will notice that I have copied Graham Perry into this email so that he can add the question and the answer to the AGM minutes.

Clwb Golff Porth Llechog

Bull Bay Golf Club

98fed CYFARFOD CYFFREDINOL BLYNYDDOL - Nos Fercher, 27ain Mawrth, 2024 - 8.00 yr hwyr

98th ANNUAL GENERAL MEETING – Wednesday, 27th March 2024 – 8pm

Special Resolution proposed by the Executive Committee

"To consider and if acceptable endorse the adoption of revised Articles of Association identified as Draft A of A – 7.11.23 (updated 14.2.24) to become effective 15th May 2024."

By order of the Executive Committee

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
of
BULL BAY GOLF CLUB LIMITED

1 Name

1.1 The company's name is BULL BAY GOLF CLUB LIMITED (and in this document it is called the "Company" or the "Club")

1.2 The Registered Office of the Club shall be at the Club House, Bull Bay, Amlwch in the County of Ynys Môn or at such other place as the Committee may from time to time appoint.

2 Interpretation

In these articles:

"the Act"	means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force
"the Articles"	means the Company's Articles of Association
"the Board"	means the Board of Directors
"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 3 and any Rules from time to time in force
"Officer"	means a Director, secretary or manager of the Company
"the Rules"	means the rules and regulations of the Club made by the Board as amended from time to time
"Secretary"	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary

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

b) The masculine includes the feminine and, where appropriate, the singular includes the plural.

c) The headings in these Articles do not form a part of them or in any manner affect their interpretation or construction.

d) The Club shall forthwith adopt an Agreement dated the 1st day of July 1926 and made between The Most Honourable Charles Henry Alexander (Sixth) Marquis of Anglesey of the one part and Thomas Jones, Edward Lewis Jones, Humphrey Glynne Williams and Daniel Thomas Jones of the other part, on behalf of the Club, and the Committee shall carry the same into effect, with full power nevertheless at any time and from time to time, either before or after the adoption thereof, to agree to any modification thereof, and every member of the Club, present and future shall be deemed to have notice of the said Agreement and to have assented to all the terms thereof.

3 **Definition & liability of Members**

3.1 Membership of the Company shall be open to all without discrimination.

3.2 A Member of the Company may be an individual or a body corporate or a partnership.

3.3 No person shall become a Member of the Company unless that person has completed an application for membership in a form approved by the Directors and such application has been approved by the Directors.

3.4 The membership application form shall contain an undertaking to comply fully with the Rules and Byelaws and an undertaking that if the Company is wound up while he or she is a Member or within twelve months after he or she ceases to be a Member, to contribute such sum (limited to £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Company incurred before he or she ceases to be a Member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

3.5 Membership categories will be as defined by the Board at the time.

3.6 The liability of Members is limited.

4 **Ambassadors of the Club**

The Ambassadors of the Club shall be voting members. The Ambassadors shall be:-

4.1 **THE PRESIDENT** who shall be nominated bi-annually by Past Captains Association (including both Captains and Lady Captains) in accordance with Article 7 and ratified by the voting members at the Annual General Meeting. The incumbent President shall not be eligible for re-election.

4.2 **THE CAPTAIN** who shall be elected annually by the voting members at the Annual General Meeting.

4.3 **THE VICE CAPTAIN** who shall be elected annually by the voting members at the Annual General Meeting. Usually the Vice Captain's progression to Captain will be ratified at the following Annual General Meeting.

4.4 Vice Presidents nominated by the Board may be elected annually by the voting members at the Annual General meeting and shall be elected in accordance with Article 7. A Vice President may be a voting member.

5 **Directors of the Board**

5.1 The name of candidates proposed in accordance with this Article shall be entered onto the proxy form delivered with the notice convening the Annual General Meeting of the Company and placed thereupon in alphabetical order and against the name of the candidate seeking election of Director the word "Director" must appear and provision made thereon for the Members of the Company to indicate their vote in favour of or against any such nominee. A retiring Director offering himself for re-election may be identified as such on the proxy form delivered with the notice convening the Annual General Meeting.

5.2 The maximum number of Directors is **FIVE** and the minimum number of directors is **THREE**. This maximum and minimum may be changed by a resolution of the Company in general meeting. A Director must be a Member of the Company.

5.3 The Captain of the Club shall be an ex officio Director without voting rights at a Board meeting and shall not be eligible to be appointed Chairman under the provisions of Article 6 hereof.

5.4 At a meeting of Directors, 3 Directors who are entitled to vote are a quorum.

5.5 The Directors shall meet monthly or more frequently if necessary.

5.6 A Director shall not vote nor be counted as a member of the quorum at any Directors' meeting held in respect of any contract in which he is interested and if he shall purport to vote his vote shall not be counted and if the meeting is thereby inquorate any resolution concerning that contract is and shall be void.

5.7 The Directors may elect a Chairman at a meeting of Directors who shall be Chairman unless and until another Director is elected in his place or he shall cease to be a Director.

5.8 If there are fewer than the stated minimum number of Directors, those Directors or a sole Director in office shall not have the power to transact business PROVIDED THAT they shall be entitled to - and shall forthwith - call a general meeting for the purpose of appointing further Directors.

6 Appointment and removal of Directors

6.1 Save where the number of Directors falls below 3 the Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not exceed the number fixed in accordance with these Articles.

6.2 Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.

6.3 The Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such director.

6.4 The office of a director is further vacated automatically if:

(a) he holds any office of profit under the Company;

(b) he is directly or indirectly interested in any contract with the Company and fails to declare the nature and/or existence of his interest in the manner required by s.182 of the Act;

(c) his membership of the Company is terminated by Article 24 (Rule 24.1g) of the Board;

(d) he absents himself from meetings of the directors for a continuous period of 6 months without special leave of absence from the Directors acting and the Directors resolve that his office be vacated;

(e) he is disqualified from acting as a director by operation of law or order of the court;

(f) he becomes bankrupt or makes any arrangement or composition with his creditors; or

(g) he gives the Directors one calendar months' notice in writing that he resigns his office.

(h) he being an elected director of the Company was elected under the provisions of Article 7 to the position of Captain but nothing in this provision shall prevent a person so elected as Captain from being an ex officio director of the Company without voting rights at Board meetings as provided in Article 7.

(i) he ceases to be a member of the Club for any reason.

7 Election of President, Captain and Directors

7.1 A President shall be nominated by the Past Captains Association (comprising both Captains & Lady Captains) and he shall be elected to serve for two years in accordance with the provisions of Article 4.2.

7.2 A Captain shall be elected by the Members at the Annual General Meeting of the Company and his duties shall be as determined in accordance with these Articles and he shall be elected to serve for one year in accordance with the provisions of Article 4.2.

7.3 No person shall be eligible for election as director at any Annual General Meeting unless not less than 28 days nor more than 42 days before the date appointed for the meeting there shall have been left at the registered office of the Company:

(a) a notice in writing signed by a Member duly qualified to attend and vote at that meeting stating the Member's intention to propose such person for election as director; and

(b) a notice in writing signed by the proposed director stating his willingness to be elected.

7.4 The names of candidates proposed in accordance with this Article and Article 19 shall be entered onto the proxy form delivered with the notice convening the Annual General Meeting of the Company and placed thereupon in alphabetical order and against the name of the candidate seeking election of President the word "President" must appear, for Captain the word "Captain" must appear and provision made thereon for the Members of the Company to indicate their vote in favour of or against any such nominee. A retiring director offering himself for re-election may be identified as such on the proxy form delivered with the notice convening the Annual General Meeting.

7.5 In the event of there being more candidates or nominations than there are vacancies on the Board, subject to the maximum number of Directors as set out in these Articles, the election shall be by ballot at the Annual General Meeting. If there should be an equality of votes, the Chairman shall decide by lot which of the candidates so receiving an equal number of votes shall be elected. In case there shall be insufficient nominations the Directors may fill the remaining vacancies in accordance with and subject to Article 6.

8 Powers and duties of Directors

8.1 The general duties of the Directors are as specified in section 170 to 177 of the Act.

8.2 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting the Company and may exercise all such powers of the Company as are not, by the Act or under these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and these Articles and to such regulations, not being inconsistent with the foregoing provisions, as may be prescribed by the Company in general meeting PROVIDED THAT no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. The Directors may, subject to Articles 6 & 7, act notwithstanding vacancies.

8.3 The Directors may exercise all the powers of the Company (including):

a) to borrow money, and to mortgage or charge its assets or undertakings, or any part thereof, and to issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company;

b) to fix the annual and other subscriptions and entrance fee (if any) payable by Members on such terms and conditions as they think fit and provide for such variation of subscriptions for different classes of Members as they think fit. The annual subscriptions shall become due in advance on 1st May in each year or such other date or dates as the Directors in any case may determine. If the whole of the subscription or any part thereof shall remain unpaid within one calendar month of its due date a Member shall cease ipso facto to be a Member of the Company and shall have no claim on the assets thereof;

c) to raise money by a levy upon the Members but the payment of such levy shall not be enforceable unless the imposition of the levy has been approved by an ordinary resolution passed in any general meeting including the Annual General Meeting of the Company;

d) to fix from time to time the different categories of membership the conditions of entry into each category and the rights and privileges attaching to each category which for the avoidance of doubt shall include the voting rights of each category.

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

8.5 The Directors shall cause minutes to be made for the purpose of:

a) all appointments of Officers or membership of committees and the delegated powers of those committees made by the Directors including the revocation or recall of the same;

b) the names of all Directors and Members present at each meeting of the Directors and of any committee;

c) all resolutions of Members passed otherwise than at general meetings; and

d) all proceedings of general or Board meetings of the Company and of the Directors and committees.

8.6 The records referred to at article 8.5 above shall be recorded in permanent form and must be kept for at least ten years from the date of the resolution, meeting or decision, as appropriate.

8.7 The Directors shall be entitled to request observers to attend meetings of the Board who shall be Members of the Company and who shall, subject to any contrary resolution of the Directors, have the right to speak but not vote at those meetings.

8.8 Subject to Article 5.4, the Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

8.9 Decisions 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.

8.10 A director may, and the Secretary on requisition of the director shall, at any time summon a meeting of the Directors. Notice shall be given to each director in writing. It shall not be necessary to give notice of a meeting of Directors to any director for the time being absent from the United Kingdom.

8.11 All acts done by any director, acting either alone or as part of a committee or meeting, shall be valid notwithstanding that it is afterwards discovered that: there was a defect in his appointment, he was disqualified from holding office, he had ceased to hold office, or he was not entitled to vote on the matter in question.

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

8.13 The Directors shall exercise all 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 Statutes for the time being in force required to be exercised or done by the Club in General Meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the Companies Act 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.

8.14 The Directors shall not grant or dispose of any interest in the real property of the Club without the sanction of an ordinary resolution of the Club.

9 Remuneration & Application of Income and Property

9.1 No director of the Company shall be appointed to any salaried office and no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any director except a director is entitled to be reimbursed from the property of the Company for payment of out-of-pocket expenses properly and reasonably incurred by him or her solely in connection with the director's duties as director when acting on behalf of the Company, PROVIDED THAT nothing in these Articles shall prohibit payment by the Company of any sum or salary to the Secretary for clerical or other assistance.

9.2 All income and property of the Company howsoever derived shall be applied solely towards the promotion of the objects of the Company as stated.

9.3 Nothing in these Articles prevents a Member who is not also a director receiving reasonable and property remuneration for any goods of services supplied to the Company.

10 Age-limits

10.1 A person may not be appointed director of the Company unless he has attained the age of 21 years. There is no maximum age limit for Directors.

11 Retirement of Directors

11.1 After the first three years following the acceptance of these Articles of Association, at every Annual General Meeting of the Company one third of the Directors (or if their number is not three or a multiple of three, the number nearest to one-third) for the time being must retire from office so that no director shall remain in office as a director after the third Annual General Meeting from his election without retiring and putting himself forward for re-election. The Directors to retire in each Annual General Meeting shall be those who have been longest in office since their last election (including, where applicable, their last election as Directors of The Company Limited) but, as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. Retiring Directors are eligible for re-election. The Company may from time to time by ordinary resolution determine in what rotation the Directors are to retire from office.

11.2 The Company at the Annual General Meeting at which a director retires in the manner set out at Article 5 may fill the vacated office by electing a person thereto, and in default the retiring director shall, if offering himself for re-election in accordance with Article 5, be deemed to have been re-elected, unless at such a meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such director shall have been put to the meeting and lost.

12 Appointment of Secretary

12.1 The Directors may appoint a Secretary for such term and at such remuneration and upon such conditions as they think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

13 Delegation

13.1 The Directors may delegate any of their powers to a committee or committees of Members of the Company appointed by the Directors.

13.2 With the exception of a committee with less than four Members or one concerned with the purchase for the Company, or supply by the Company, of intoxicating liquor, a committee may have up to one third of its membership from Members of the Company other than Directors.

13.3 In the exercise of the powers delegated to it a committee must conform to any regulation prescribed by the Directors and the Articles of the Company.

13.4 Any delegation of powers or appointment of a committee or a Member of that committee may be recalled or revoked by the Directors at any time.

13.5 A committee may meet and adjourn as it thinks proper or as directed by the Directors.

13.6 Decisions arising at any meeting of a committee shall be determined by a majority of votes of the committee members present and in the case of an equality of votes, the Chairman shall have a second or casting vote.

14 Accounts

14.1 The Directors shall ensure that adequate accounting records are kept, in accordance with section 386 of the Act. In particular, these shall contain:

a) entries from day to day of all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; and

b) a record of the assets and liabilities of the Company.

14.2 The accounting records shall be kept at the Company's registered office or such other place as the Directors think fit, and shall at all times be open to inspection by the Company's Officers.

14.3 The Directors shall from time to time determine whether and to what extent, at what times and places, and under what conditions and regulations, the accounting records, or any of them, are to be open to the inspection of Members of the Company who are not Officers, or as otherwise determined by statute or by the Company in general meeting. Save as aforesaid no Member of the Company who is not an Officer has any right to inspect any accounting records or other document of the Company save as expressly conferred by statute and subject to the conditions provided therein.

14.4 Accounting records which the Company is required to keep under section 386 of the Act shall be preserved for at least three years from the date on which they are made.

14.5 For each financial year, the Directors shall prepare accounts of the Company for that financial year comprising: a balance sheet as at the last day of the financial year and a profit and loss account, giving a true and fair view of the Company's financial position and in accordance with section 398 of the Act.

14.6 The Company's annual accounts shall be approved by the Board and signed on behalf of the Board by a director of the Company.

14.7 The balance sheet shall contain the signature, the name of the person who signed it, and a statement in a prominent position above the signature to the effect 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 Act.

14.8 The Directors shall also prepare a Directors' report for each financial year of the Company, stating:

a) the names of the persons who, at any time during the financial year, were Directors of the Company; and

b) the principal activities of the Company in the course of the year.

14.9 Should the Company be audited, the Directors' report shall also contain a statement to the effect that, in the case of each of the persons who are Directors at the time the report is approved:

(a) so far as the director is aware, there is no relevant audit information of which the Company's auditor is unaware; and

(b) he has taken all steps that he ought to have taken as a director in order to make himself aware of any relevant audit information and to establish that the Company's auditor is aware of that information.

14.10 The Directors' report shall be approved by the Board and signed on behalf of the Board by a director or the Secretary of the Company. It shall state the name of the person who signed it and contain a statement in a prominent position above the signature to the effect that the report has been prepared in accordance with the small companies regime.

14.11 The Directors shall deliver to the registrar for each financial year a copy of the balance sheet drawn up as at the last day of that year, and – if the Company has been audited for that year – a copy of the auditor's report on those accounts. The Directors may also deliver:

(a) a copy of the Company's profit and loss account for that year; and

(b) a copy of the Directors' report for that year.

Such accounts and reports shall be filed no more than nine months after the end of the relevant accounting reference period. Calculation of the period for filing shall be in accordance with section 443 of the Act.

14.12 Copies of the Company's annual accounts and reports for each financial year shall be sent to all persons entitled to receive notices of general meetings of the Company, provided that no such obligation shall arise for a person for whom the Company does not have a current address as defined in section 423 of the Act. Such accounts and reports must be sent no later than the end of the period for filing, or, if earlier, the date on which the Company's accounts and reports are actually delivered to the registrar.

14.13 On demand by a Member, the Company shall provide within seven days of receipt of the request and free of charge a single copy of: the Company's last annual accounts, the last Directors' reports, and – if the Company was audited for that financial year – the auditors' report on those accounts (including the statement on that report). The entitlement under this Article is in addition to any copy to which a member may be entitled under Article 14 above.

15 Audit

15.1 Auditors may be appointed and their duties regulated in accordance with the provisions of Part 16 of the Act.

16 Chairman

16.1 The Chairman, if any, elected by the Board shall preside as Chairman at every general meeting of the Company.

16.2 If there is no such Chairman, or he is unwilling to act, or he is not present within five minutes after the time appointed for the holding of the meeting, the Directors present shall elect one of their number to be Chairman of the meeting.

16.3 If at any meeting no director is willing to act as Chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall, by simple majority, elect one of their number to be Chairman of the meeting.

17 Quorum

17.1 No business may be conducted at any general meeting unless a quorum is present.

17.2 The quorum for general meetings shall be 5% of Members of the Company present in person or by proxy and entitled to vote.

17.3 If within half an hour from the time appointed for the general meeting a quorum of Members is not present or if, during the holding of a meeting, such a quorum ceases to be present:

a) if the meeting was called pursuant to a request by Members, it shall immediately be dissolved; and

b) in any other case, the meeting shall be adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors may determine. If, at the adjourned meeting, a quorum of members is not present within half an hour of the time appointed for the adjourned meeting, the members present shall form a quorum.

18 Voting rights

18.1 Every Member of the Company, excluding Junior members under 16 and Social members, shall be entitled to vote (whether by a show of hands or poll) under these Articles from time to time and shall have one vote and shall be entitled to receive notice of and to attend and vote at general meetings PROVIDED THAT no Member may vote at any meeting unless all monies presently due and payable by him to the Company have been paid.

19 Proxies

19.1 Any Member of the Company may appoint another voting Member of the Company as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. Every notice calling a general meeting of the Company shall include, with reasonable prominence, a statement informing the Member of his rights to appoint a proxy.

19.2 Proxies must be appointed by a notice in writing which:

a) states the name and address of the Member appointing the proxy;

b) identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;

c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine;

d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

19.3 Where the Company has given an electronic address in a notice calling a meeting, and in an instrument of proxy or invitation to appoint a proxy in relation to the meeting, any document or information relating to proxies for that meeting may, subject to any conditions or limitations specified in the notice, be sent by electronic means to that address. Documents relating to proxies include: the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, a proxy, and notice of termination of the authority of a proxy.

19.4 The instrument appointing a proxy must be received by the Company no later than the following time:

a) in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;

b) in the case of a poll to be taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll;

c) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded.

In calculating the periods in this Article 19, no account shall be taken of any part of a day that is not a working day.

19.5 In default of compliance with this Article the instrument of proxy shall not be treated as valid. A valid instrument of proxy shall be deemed, unless expressing the contrary, to confer authority to demand or join in demanding a poll. An otherwise valid instrument of proxy shall only be deemed invalid if a revocation of proxy, in whole or in part, shall be received by the Company prior to the exercise of the proxy at the meeting or the adjourned meeting.

20 Annual General Meeting

20.1 The Company shall hold a general meeting in each year as its Annual General Meeting in addition to other meetings in that year, and must specify the meeting as the Annual General Meeting in the notices convening it.

20.2 Not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next.

20.3 The Annual General Meeting shall be held at such time and place as the directors shall appoint.

21 General Meetings

21.1 All general meetings other than Annual General Meetings shall be called General Meetings.

21.2 The Directors may, whenever they think fit, convene a general meeting with notice in accordance with Article 22.

21.3 Members of the Company may require the Directors to convene a general meeting. The Directors must call a general meeting once the Company has received requisition to do so from Members who represent at least 5% of the total voting rights of all the members having at the date of deposit of the request a right to vote at general meetings.

21.4 A requisition made by Members:

a) must state the general nature of the business to be dealt with at the meeting;

b) may include the text of a resolution that may properly be moved and is intended to be moved at the meeting;

c) may be made in hard copy or electronic form; and

d) must be authenticated by the person or persons making it.

21.5 A resolution may properly be moved at a meeting unless: it would, if passed, be ineffective, it is defamatory, or it is frivolous or vexatious.

21.6 If the Directors are required to hold a meeting pursuant to a requisition by Members, they shall call such meeting within 21 days from the date on which they become subject to the requirement. If the requisition identified a resolution intended to be moved at the meeting, notice of the meeting shall include notice of the resolution. The meeting shall be held on a date not more than 28 days after the date of the notice convening the meeting.

21.7 If the Directors are required to call a meeting but fail to do so in accordance with the above provisions, the Members who requisitioned the meeting, or any of them representing more than 50% of the total voting rights of all of them, may themselves call a general meeting. If the requisition identified a resolution intended to be moved at the meeting, notice of the meeting shall include notice of the resolution. The meeting shall be called for a date not more than three months after the date on which the Directors became subject to the requirement to call a meeting.

22 Notice of general meetings

22.1 A general meeting shall be called by at least 14 days' notice.

22.2 An Annual General Meeting or a meeting called for the passing of a special resolution shall be called by at least 21 days' notice.

22.3 Any meeting may be called by shorter notice than that otherwise required if shorter notice is agreed by Members who represent not less than 90% of the total voting rights at that meeting of all the Members.

22.4 Any period of notice is exclusive of the day on which the notice is given and the day of the meeting.

22.5 Notice shall be given to every Member and every director of the Company, and shall state:

a) the time and date of the meeting;

b) the place of the meeting; and

c) the general nature of the business to be dealt with at the meeting.

22.6 Notice shall be given in hard copy form, in electronic form, or by means of the Company website; or partly by one such means and partly by another. If notice is by means of the Company website, the Company shall notify persons so entitled of the presence of the notice on the website. Such notification shall state that it concerns a notice of a general meeting, and specify the place, date and time of the meeting.

The notice shall be available on the Company website from the date of notification until the conclusion of the meeting.

22.7 Accidental omission to give notice of any meeting to any one or more persons does not of itself invalidate the proceedings at that meeting.

23 Special Business

23.1 All business shall be deemed special that is transacted at a General Meeting and also all that which is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and accountants, the election and re-election of the Directors in the place of those retiring and the appointing, and the fixing of the remuneration of the accountants and/or auditors.

24 Passing of resolutions

24.1 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 duly demanded in accordance with the Articles.

24.2 A declaration by the Chairman that a resolution has or has not been passed, or passes with a particular majority, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in recorded minutes of the meeting shall also be conclusive evidence of that fact without such proof.

24.3 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote.

24.4 A poll may be demanded by:

a) the Chairman;

b) at least 2 Members having the right to vote at the meeting; or

c) Members representing at least 5% of the total voting rights of all the members having the right to vote at the meeting.

d) the Directors.

24.4 The demand for a poll may be withdrawn.

24.5 If a poll is demanded and not withdrawn:

a) it shall be taken in such manner as the Chairman directs and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded. No member of the Company shall be entitled to a second or casting vote where there is an equality of votes; and

b) if demanded by the Chairman, or on the question of adjournment, the poll 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 proceed pending the taking of the poll.

25 Rules and Byelaws of the Club

25.1 The Directors of the Company may from time to time make, alter and repeal any Rules and Byelaws they consider necessary or expedient or convenient for the proper operation, conduct and management of the Club and Company and in particular, but not exclusively, they may by such Rules and Byelaws:

a) Regulate the different categories of membership, the conditions of entry into each category, and the rights and privileges attaching to each category which, for the avoidance of doubt, shall include the voting rights of each category;
b) Regulate and prescribe such rules as they deem necessary for the nomination and election of the President, Captain and Committee of the Club;
c) Regulate the terms and conditions upon which guests of the Club and its Members, children of Members of the Club and visitors may use the property and premises of the Club and Company;
d) Fix the times of opening and closing of the golf course, clubhouse and premises of the Club and Company or any part of them and the permitted hours for the supply of intoxicating liquor;
e) Regulate the conduct of members of the Club in relation to one another and to the Club and Company staff;
f) Set aside the whole or any part of the Club and Company premises for Members, of class of Member at any particular time or for any particular purpose;
g) Regulate all matters in relation to expulsion and suspension of membership from the Club or Company and they may, pursuant to the proper exercise of this power, delegate such matters through the Disciplinary Procedure of the Club;
h) Regulate all relevant policies that are in place at the time;
i) Regulate any matter that is commonly the subject of Club rules and byelaws.

25.2 The Directors must adopt whatever means they consider sufficient to bring all Rules and Byelaws, alterations, repeals and additions to the notice of the Members of the Company. All Rules and Byelaws of the Company, for so long as they are in existence, are binding upon all Members of the Company. No Rule or Byelaw may be inconsistent with, or affect or repeal anything contained in the Articles or be in breach of any statutory provision, and if there is any conflict between the terms of these Articles and any Rules or Byelaws established under this Article, the terms of these Articles shall prevail. Any Rule or Byelaw may be altered, repealed or added by resolution of the Directors.

26 The Objects of the Club

The Objects for which the Club is formed are -

a) To promote the Game of Golf and other Athletic Sports and Pastimes.
b) To provide Golf Links and Grounds upon that portion of certain lands known as Bull Bay Golf Links, which is situate in the Parish of Amlwch, in the County of Anglesey, or elsewhere.
c) To construct, establish, prepare, lay out, extend, alter, remodel, and improve such links for golf or in connection therewith, and to: maintain the same for a Golf Course and other purposes of the Club; and to establish, maintain and conduct a Club for the accommodation of Members of the Club and their friends and visitors; and generally to afford to Members and their friends and visitors all the usual privileges, advantages, conveniences, and accommodation of a Club, and to pay all or any expenses

incurred in connection with the formation, promotion, and incorporation of the Club.

d) To build, provide, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, club houses, pavilions, refreshment rooms, apartments, bedrooms, dormitories, lavatories, kitchens, workshops, cycle and motor houses, caddie shelters, outbuildings, sheds, and all other conveniences in connection therewith, and to furnish and maintain the same.

e) To buy, sell, and deal in all kinds of provisions, refreshments, consumable articles, liquors, wines, spirits and all other articles and things required by persons frequenting the Club's club house, links, or grounds, and to obtain all licences and authorities for the purposes aforesaid.

f) To purchase, hire, provide, and maintain furniture, implements, tools, utensils, plate, glass, linen, books, papers, periodicals, stationery, and other things required or which may be conveniently used in connection with the links and grounds, club houses, and other premises of the Club by persons frequenting the same, whether Members of the Club or not.

g) To buy, prepare, make, supply, sell, exchange, hire, and deal in all kinds of golf clubs and balls, and all materials, apparatus, and appliances used in connection with golf, or for any other indoor or outdoor sports, games, and pastimes, or used or required by the Members of the Club, or for the promotion of the objects of the Club.

h) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, buildings, easements, or property (real or personal), or any rights or privileges which the Club may think necessary or convenient with reference to any of its objects, or capable of being profitably dealt with in connection with any of the Club's property or rights for the time being.

i) Generally to procure, provide, and do all such articles, matters, and things as may from time to time be required for the purpose of maintaining, developing, and carrying on to the best advantage and promoting the interests of the Club, either in its existing form or in any extended, altered, or reconstituted condition.

j) To carry on any other businesses which may seem to the Club capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the property of the Club.

k) To sell, manage, develop, exchange, lease, mortgage, hire, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Club for such consideration as the Club may think fit.

l) To erect upon any lands acquired as aforesaid any buildings or building for the purposes aforesaid, and to alter, enlarge, pull down, or remove or replace such buildings, and to repair, uphold, and maintain the same, and any other buildings acquired as aforesaid for the purposes aforesaid, or some one of them.

m) To collect and receive from the Members and others entrance fees, subscriptions, locker rents, and other payments.

n) To provide all things necessary for billiards, pool, cards, or other games, sports, and pastimes (both indoor and outdoor), and for music, and musical, dramatic, or other social entertainments.

o) To hire and employ secretaries, clerks, managers, professionals, greenkeepers, housekeepers, stewards, and workers, and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities, pensions and bonuses.

p) To promote and hold, either alone or jointly with any other association, club, or persons, meetings, competitions, tournaments, and matches, in connection with golf or any other games, sports, or pastimes, either for the benefit of the Club or of charitable objects or otherwise, and offer, give, or contribute to or provide prizes, medals, awards, and distinctions, and to promote, give, or support dinners, balls, concerts, and other social entertainments.

q) To establish, promote, or assist in establishing or promoting, co-operate, join with, or support, and subscribe to or become a member of any other association, union, company, club, or institution whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club.

r) To invest and deal with the monies of the Club not immediately required upon such securities and in such manner as may from time to time be determined.

s) To raise or borrow or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by the issue of Debentures or Debenture Stock (whether perpetual or otherwise), and charged or not charged upon the whole or any part of the property and rights of the Club (both present and future), and to redeem, purchase, or pay off any such securities; and to draw, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, and other negotiable or transferable instruments.

t) To enter into partnership or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concessions, or co-operation with any person, club, or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Club is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Club, and to take or otherwise acquire and hold shares or stock in or securities of, and to subsidise or otherwise assist any such company, and to sell, hold, reissue (with or without guarantee), or otherwise deal with such shares, stock, or securities.

u) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any person, club, or company carrying on any business which the Club is authorised to carry on, or possessed of property suitable for the purposes of the Club.

v) To support and subscribe to any charitable or benevolent or public body or object, and any institution, society, or club calculated to benefit Members or ex-Members or employees or ex-employees of the Club; to give pensions, gratuities, Christmas-boxes.

w) To enter into any arrangements with any Boards or Conservators or other authorities or bodies (municipal, local, or otherwise) that may seem conducive to the Club's objects or any of them, and to obtain from any such authority or body any rights, privileges, licences, and concessions which the Club may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, licences, and concessions.

x) To do all or any of the above things, either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise. To do all such other things as are incidental or conducive to the attainment of the above objects.

y) To do all such things as the Directors consider to be in the best interests of the Company.

And so that each object above particularised shall be of equal importance, and shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms of any other Paragraph or the name of the Club.

27 Rules of Golf

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 & Ancient Golf Club of St. Andrew's so far as they are applicable to play on the Club Course of this Club.

28 Licensing

The Club shall operate with a Premises Licence rather than with a Club Premises Certificate.

29 Notice of resignation

29.1 Any Member wishing to resign his membership of the Company must give seven days' notice in writing of his intention to do so, addressed to the Secretary, and deposited at the registered office of the Company.

30 Expulsion of members

30.1 The Directors may terminate the membership of any Member in accordance with the Rules & Policies in place at that time. If the Company terminates the membership of any Member in accordance with the Rules, or otherwise a Member ceases to be a member of the Company whether by resignation, death or any other reason, he shall, in default of an actual notice of resignation of his membership of the Company served in accordance with Article 24g above, be automatically deemed to have served a notice resigning his membership of the Company pursuant to Article 24g one calendar month from the date that he ceased to be a member of the Company.

30.2 Any Member of the Company who ceases to be a Member for whatever reason forfeits all rights to or 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 him as at the date of cessation including, for the avoidance of doubt, the undertaking to contribute the sum (limited to £10) set out at Article 3.4 above.

31 Non-transfer of membership

31.1 The rights of a Member are personal and not transferable and shall cease upon his death.

32 Indemnity

32.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other Officer or committee member of the Company shall be indemnified out of the assets of the Company against any costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties, or in relation to them to a person other than the Company 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 in which relief is granted to him by the courts, in his capacity as a relevant officer, for liability for negligence, default, breach of statutory or other duty or breach of trust in relation to the affairs of the Company SUBJECT ALWAYS that the person so indemnified must have acted honestly, reasonably and in the best interests of the Company and is entitled to be indemnified.

33 Dissolution

33.1 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 be paid to or distributed amongst the Members of the Company in proportion to the annual subscription payable by each category of membership and pro rata to the length of unbroken membership.

34 Communication (including Notices) by the Company to Members

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

a) in hard copy form by sending it by post in a prepaid envelope addressed to the Member at the address held by the Company in its register. Provided that the address is in the United Kingdom, and it was properly addressed, prepaid and posted, service of the document or information is deemed to have been received by the intended recipient 48 hours after it was posted;

b) in electronic form if the Member has given an e-mail address for this purpose. Provided that it was properly addressed, the document or information is deemed to have been received by the intended recipient 48 hours after it was sent; or

c) by making such document or information available on the Company website. The document or information shall be readable and downloadable, and the recipient shall be notified of its presence and how to access it. The document or information is deemed to have been received by the intended recipient when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website. It shall be available on the website for at least 28 days beginning with the day on which notification was sent to the intended recipient, provided that temporary nonavailability wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid shall be disregarded.

d) Where a Member has received a document or information from the Company otherwise than in hard copy form, he may require the Company to send him a version of the document or information in hard copy form. The Company shall send free of charge such document or information in hard copy form within 21 days of receipt of any such request.

34.2 A document or information sent or supplied by a Member to the Company or by the Company to a Member is sufficiently authenticated if:

a) in hard copy form, it is signed by the person sending or supplying it; and

b) in electronic form, the identity of the sender is confirmed in the manner specified by the Company or, where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

35 Company Seals

35.1 Any common seal may only be used by the authority of the Directors.

35.2 The Directors may decide by what means and in what form any common seal is to be used.

35.3 Unless otherwise decided by the Directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

35.4 For the purposes of this article, an authorised person is:

a) any director of the company;

b) the company secretary (if any); or

c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

THE BULL BAY GOLF CLUB LIMITED
ARTICLES OF ASSOCIATION

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

1.1 "The Club" shall mean **THE BULL BAY GOLF CLUB LIMITED.**

1.2 "The Committee" shall mean the Executive Committee of Management of the Club for the time being.

1.3 Words importing the singular number shall include the plural and words importing the masculine shall include the feminine, and the converse shall also apply.

1.4 "Month" shall mean calendar month.

1.5 "Secretary" shall include any person appointed to perform the duties of Secretary temporarily or otherwise.

1.6 "Treasurer" shall include any person appointed to perform the duties of Treasurer temporarily or otherwise.

1.7 "document" includes, unless otherwise specified, any document sent or supplied in electronic form.

1.8 "electronic form" has the meaning given in section 1168 of the Companies Act.

1.9 "writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.10 "Companies Act" means the Companies Act 2006 as modified by statute or re-enacted from time to time.

1.11 "voting member" shall have the meaning given to this term in Article 5.6.

2 The Registered Office of the Club shall be at the Club House, Bull Bay, Amlwch in the County of Ynys Môn or at such other place as the Committee may from time to time appoint.

3 For the purpose of registration the Company is declared to consist of Eight Hundred and Fifty (850) members.

4 The Committee may increase the number of members beyond the said number of 850 and notice of every such increase shall thereupon forthwith be given to the Registrar of Companies.

5 **DEFINITION OF MEMBERS**

5.1 Full Members

5.2 "Country Members" shall mean full members who are

i) Principally resident outside the County of Ynys Môn - Isle of Anglesey and are full members of another golf club where they have a current handicap or

ii) Previous Full Members who no longer reside in the County of Ynys Môn - Isle of Anglesey.

5.3 Social Members

5.4 Junior Members - up to but excluding the age of eighteen years except that any person over the age of eighteen years who is still at school shall fall into this category.

5.5 Young Adult Members shall mean full members from the age of 18 to 29 and there shall be two categories:

Class 1 – 18 to 24

Class 2 – 25 to 29

All ages in 5.4 and 5.5 are as at 1st May in the year in question.

5.6 "Voting members" shall mean Full members, Country Members and Young Adult Members.

5.7 The terms of membership shall be as decided by the Committee who shall decide on the number of members allowed under each category.

6 The Club shall forthwith adopt an Agreement dated the 1st day of July 1926 and made between The Most Honourable Charles Henry Alexander (Sixth) Marquis of Anglesey of the one part and Thomas Jones, Edward Lewis Jones, Humphrey Glynne Williams and Daniel Thomas Jones of the other part, on behalf of the Club, and the Committee shall carry the same into effect, with full

power nevertheless at any time and from time to time, either before or after the adoption thereof, to agree to any modification thereof, and every member of the Club, present and future shall be deemed to have notice of the said Agreement and to have assented to all the terms thereof.

OFFICERS & THE EXECUTIVE COMMITTEE

7 The Officers of the Club shall be voting members. The Officers shall be:-

1) **THE PRESIDENT** who shall be elected bi-annually by the voting members at the Annual General meeting in accordance with Article 11 and the incumbent President shall not be eligible for re-election.
2) **THE CAPTAIN** who, unless absent, shall preside at all Annual General and Extraordinary General Meetings of the Club and meetings of the Executive Committee and in cases of an equality of votes shall (except as hereinafter mentioned) have a second or casting vote.
   If the Captain is absent from any of the meetings of the sorts described in the previous sentence, the meeting shall be presided over by the Ladies Captain, the Vice Captain or the Ladies Vice Captain as nominated by the Captain after such consultation as he feels necessary. When so presiding, the person nominated shall, if there is an equality of votes and except as hereinafter mentioned, have a second or casting vote.
3) **THE VICE CAPTAIN** The Executive Committee shall usually receive a nomination for this position from the Past Captains' Association. The absence of a nomination shall not invalidate the appointment of any person to this position.
4) **THE LADIES CAPTAIN**
5) **THE LADIES VICE CAPTAIN**
6) **THE IMMEDIATE PAST CAPTAIN**
7) **THE IMMEDIATE PAST LADIES CAPTAIN**

8 Vice Presidents may be elected annually by the voting members at the Annual General meeting and shall be elected in accordance with Article 11. A Vice President may be a voting member.

9 The General Management of the Club shall be vested in a Committee of sixteen who shall be the Directors of the Club, consisting of the Officers and nine other Voting members of the Club.

The Committee may delegate any of their powers to Sub-Committees and shall delegate to a Sub-Committee the powers of regulating the conduct of all competitions, providing those powers do not contravene any rules by-laws or regulations of the Club for the time being in force.

The Committee may also co-opt any full members to any Sub-Committees on such basis as the Committee may decide.

The Officers shall be ex-officio members of all Sub-Committees.

10 At every Annual General Meeting of the Club all the Officers (other than the President unless he is at the end of his two year term) shall retire from office but they shall be eligible for re-election at the same or any other General Meeting of the Club. The remaining nine members of the Committee shall serve for three years but be eligible for re-election.

11 (a) Nominations for election of Officers and such additional voting members of the Committee as may be required to fill vacancies must be in writing and signed by not less than two voting members of the Club. Such nominations are to be lodged with the Secretary not less than 14 days before the scheduled date for the Annual General Meeting.

(i) Elections shall be by ballot if there shall be more candidates nominated than there are vacant positions

(ii) If the number of candidates shall be less than the positions vacant then the candidates nominated in accordance with (a) above shall be deemed to be automatically elected. Nominations for any vacancies in addition to the number of candidates shall be allowed to be made at the A.G.M. if proposed and seconded by a voting member.

(b) Each voting member is entitled to vote and may vote for no more candidates than the number of vacancies. No voting member may give more than one vote to each candidate. This procedure shall also apply to the election of Officers.

12 An Officer or Member of the Committee shall *ipso facto* vacate his or her office:-

(a) if they become bankrupt, or suspend payment or compound with their creditors;

(b) if they are found suffering from a mental disorder within the meaning of the Mental Health Act;

(c) if they cease to be a voting member of the Club;

(d) if they absent themselves from the meetings of the Committee for a period of six calendar months, unless the Committee resolve otherwise;

(e) if by notice in writing to the Club they resign office.

13 The Committee shall have power to fill any vacancy 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.

14 The Committee shall if they think fit appoint a paid Secretary (or Secretary / Manager) or Assistant Secretary (or Assistant Secretary / Manager) and a paid Treasurer (or Assistant Treasurer) upon such terms as they may deem advisable.

15 The Committee shall meet at such times and places as they themselves shall arrange, but once at least in every three months. The Secretary, at the discretion of the Captain or on the request in writing of **nine** members of the Committee, shall call a Special Meeting of the Committee giving not less then twenty-four hours notice in such case to every member thereof.

At all Committee meetings nine shall form a quorum. Article 65 shall apply in relation to participation in meetings of the Committee.

POWERS OF THE EXECUTIVE COMMITTEE

16 (a) The Committee shall exercise all 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 Statutes for the time being in force required to be exercised or done by the Club in General Meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the Companies Act 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.

(b) The Committee shall not grant or dispose of any interest in the real property of the Club without the sanction of an ordinary resolution of the Club.

17 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.

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

(a) the times of opening and closing any Clubhouse belonging to the Club or any part thereof;

(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 other property of the Club;

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

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

(e) the admission of temporary members and visitors to the premises and benefits of the Club;
(f) the rules to be observed and stakes to be played for by members or visitors playing any games on the Club premises;
(g) the prohibitions of 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;
(i) the setting aside of any part of the Club premises for particular purposes;
(j) the imposition of fines for the breach of any by-laws or any Articles of Association of the Club;
(k) the procedure at General Meetings and meetings of the Committee of the Club;
(l) 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;
(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; and
(n) generally all such matters as are commonly the subject matter of Club rules.

GENERAL MEETINGS

19 Annual General Meetings shall be held in the month of March in each year at such time and place as may be prescribed by the Committee. All other General Meetings shall be called "Extraordinary" General Meetings.

20 The Committee may call an Extraordinary General Meeting of the Club whenever they deem it expedient or as required under the Companies Act.

21 Fourteen clear days notice at the least shall be given to every voting member of the Club specifying the place, day and hour of every General Meeting of the Club, other than an adjourned meeting. This will be done by post or otherwise including by specifying such place, day and hour in the Club Programme sent to every member and including as provided in Article 64. (Notwithstanding the foregoing, if a special resolution is to be proposed at any General Meeting, the provisions of the Companies Act relating to the giving of notice of meetings at which special resolutions are to be proposed shall apply.) Notice of every General Meeting shall also be placed on the Club Notice Board and if the Executive Committee has any special business to be transacted at such General Meeting the general nature of such business shall be set out in the notice placed on the Club Notice Board.

It shall not be necessary to give any notice of a General Meeting to any member who does not furnish the Secretary with his address in the United Kingdom. The accidental omission to give any notice to or non-receipt of any notice by any member shall not invalidate any proceedings at any meeting.

22 The business of the Annual General Meeting shall be to receive and consider the report of the Committee, the balance sheet and accounts for the previous year and the report of the Reporting Accountants or Auditors thereon, to elect the Vice-Presidents, Officers (other than the President unless he is at the end of his two year term) and the number of Members of the Committee required to fill any vacancies and to transact any other business which under these Articles ought to be transacted at an Ordinary meeting and all resolutions signed by not less than two voting members of which not less than twenty-one days notice has been given to the Secretary.

23 Forty Voting members personally present shall be a quorum for a General Meeting. No business shall be transacted at any General Meeting unless the requisite quorum be present.

24 The Captain, or in his absence the person nominated by the Captain in accordance with Article 7, shall be entitled to take the chair at every Annual General Meeting and Extraordinary General Meeting, or if there be no Captain or person so nominated or if at any meeting neither of them shall

be present within fifteen minutes after the time appointed for holding such meeting, the Voting members present shall elect one of the Voting members to be The Chairman.

25 If within half an hour from the time appointed for the meeting a quorum is not present at the meeting, it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the members then present shall agree upon.

26 Every question submitted to a Meeting shall be decided in the first instance by a show of hands, and in the case of any equality of votes the Chairman shall, both on a 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.

27 At any General Meeting unless a poll is demanded by two voting members present thereat 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 Book of Proceedings of the Club shall be conclusive evidence of the fact, without proof of the numbers or proportion of the votes recorded in favour of or against such resolution.

28 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 of a poll shall not prevent the continuance of the 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.

29 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.

30 Every Voting member of the Club, except as herein provided, shall have one vote and no more. Voting shall be by show of hands or ballot. Votes must be given personally or by proxy.

ACCOUNTS

31 Sufficient and proper accounts shall be kept of the receipts and expenditure of the Club and of the matters in respect of which such receipts and expenditures take place, and of the property, credits and effects, debts and liabilities belonging thereto and once at least in every year the accounts of the Club shall be examined and the correctness of the balance sheet shall be ascertained by Reporting Accountants or Auditors to be appointed by the Voting members for that purpose.

CANDIDATES FOR MEMBERSHIP

32 Every candidate for Membership must be proposed by one and seconded by another Voting member of the Club, (who will have been voting members for not less than two years) to both of whom the candidate shall be personally known. Every application for membership shall be made in writing signed by the candidate and by his proposer and seconder and addressed to the Secretary of the Club. Such application shall be made in the form as prescribed by the Committee.

33 Only such persons as shall be admitted to membership in accordance with these Articles, and no others, shall be members of the Club, and shall be entered in the Register of Members accordingly. The privileges of a member shall not be transferable, and shall cease on either death or on the happening of any other events in that behalf herein mentioned.

34 Every application to membership, except as herein mentioned, shall be posted on the Club Notice Board and shall be submitted to the Committee at the meeting next following the expiration of seven days from the date of its being so posted, and at such meeting, if there be a vacancy in the membership of the Club, (or if there be then no such vacancy, at the first meeting after the

occurrence of a vacancy) the Committee shall proceed to the election or rejection of the candidate. A candidate shall be elected by a majority of two-thirds of the members present and voting shall be by ballot if so desired by any member of the Committee.

35 When a candidate has been elected the Secretary shall forthwith send to the candidate at the address given upon the form of application for membership notice of his or her election, together with a printed copy of the Rules of the Club and a request for payment of the entrance fee (if any) and the first subscription.

36 Upon payment of his entrance fee (if any) and first subscription an elected candidate shall become a member of the Club.

37 The entrance fee and such subscriptions for all categories of membership shall be fixed annually by the Committee.

38 The annual subscription is payable in advance on the first day of May in each year. If payment is not made by that date the member will not be eligible to play in Club competitions until payment is received. Any member whose subscription remains unpaid on the 31st May 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. Subscriptions shall be paid to the Treasurer or to the credit of the Club at such Bank as the Committee may from time to time direct.

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

40 Visitors and temporary members may be allowed the use of the Clubhouse, Golf course and other property and privileges of the Club upon such terms and conditions as the Committee may from time to time determine.

41 The Committee may elect Honorary Members of the Club with or without payment of any subscription and with such privileges or restrictions as they may think fit.

RIGHTS & OBLIGATIONS OF MEMBERS

42 Subject to the express provisions of these Articles and to any by-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 agree with such meals, refreshments, liquors and things as are provided by the Club for the use of the members.

43 Honorary, Junior, Social and Temporary members shall not be entitled to be elected as Officers of the Club or members of the Committee or to 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 Members of the Club and the term members in these Articles shall, except as aforesaid, be deemed to include Honorary, Junior, Social and Temporary members.

44 The Committee shall have power from time to time to regulate and limit the days times and places upon which Members and Visitors shall be entitled to exercise their rights and privileges.

45 As the payment of the subscription entitles a member to enjoy the benefit and privileges of the Club it is to be considered as implying acquiescence in and submission to these Articles and the rules and by-laws of the Club for the time being in force.

46 Each member and visitor 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.

47 Any member intending to resign from the Club must signify such intention in writing to the Secretary not later than the 30th day of April of the current year, otherwise such member shall pay the subscription for the following year, due on the 1st day of May, 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 these Articles nor shall the Club be deprived of its power to sue him or her for any subscription or other moneys which at that time of his or her ceasing to be a member may be due from him or her to the Club.

48 A member of the Club can only be expelled in accordance with the following procedure:-

(i) Notice of any complaint against any member must be signed by five full members of the Club and delivered to the Secretary.

(ii) Such notice must set out to the satisfaction of the Secretary sufficient details of the complaint.

(iii) If the Secretary is satisfied that sub-clause (ii) above has been complied with he shall send to the member concerned a copy of such notice.

(iv) The notice shall be considered at the next scheduled meeting of the Committee or if in the opinion of the Captain the matter should be urgently dealt with the Captain shall direct the Secretary to call a Special Committee Meeting.

(v) The member concerned together with the five members signing the original notice shall be invited to attend such a meeting and all parties will be entitled to make representations to the Committee.

(vi) The member concerned may be represented by any full member of the Club and may call evidence of any relevant witnesses.

(vii) After the Committee has heard representations those non-committee members will withdraw and the Committee shall consider and vote accordingly.

(viii) Unless three quarters of the Committee believe that the complaint is sufficiently serious to warrant expulsion such member shall not be expelled.

(ix) If the Committee shall decide in accordance with sub-clause (viii) to expel the member he shall forthwith be informed of the decision and notice of such decision shall be sent to his usual address within seven days of such Committee meeting.

(x) The member shall be entitled to appeal against this decision by written notice to the Secretary by no later than fourteen days from the date of the Committee meeting.

(xi) Any appeal shall be considered by an Extraordinary General meeting of the Club to be held not later than forty-two days from the date of the receipt of the notice of appeal.

(xii) The member shall have the same rights of appearance at the Extraordinary General Meeting as he had at the Committee meeting.

(xiii) The member shall not be expelled unless three quarters of the persons attending the Extraordinary General Meeting shall so vote.

49 The Committee shall be empowered to reprimand or suspend for a period of not more than six months any member who in the opinion of the Committee is in breach of the Club rules or has behaved in a manner unbefitting of a Club Member.

50 The decision of the Committee in all cases of disputes and their interpretation of these Articles and the by-laws and regulations shall in all cases be final.

RULES OF GOLF

51 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. Andrew’s so far as they are applicable to play on the Club Course of this Club.

BORROWING POWERS

52 The Committee may from time to time raise or borrow money for the purposes of the Club and may secure the repayment of the same by Mortgage or Charge or in such other manner and upon such terms and conditions as the Committee think fit and in particular by the issue of Debenture or Debenture Stock, either charged upon the whole or any part of the property or rights of the Club or not so charged.

53 Any Debenture, Debenture Stocks, Bonds or other securities may be issued with any special privileges as to redemption, surrender, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.

54 The following provisions shall have effect:-

(a) Upon the issue of any Debenture or Debenture Stock of the Club, the Club may by such Debentures or by any Deed securing such Debentures or Debenture Stock declare that the holders of such Debentures or Debenture Stock for the time being shall subject as hereafter mentioned be entitled to vote at General Meetings of the Club.

(b) The holders of such Debentures or Debenture Stock in respect of which such declaration as aforesaid shall be made shall, so long as any principal money or interest shall be owing upon the security thereof, be entitled to receive notice of and to attend personally at every General Meeting of the Club whether Ordinary or Extraordinary and to vote upon every resolution proposed thereat in the same way in all respects as provided in these Articles with regard to members of the Club but so that in the case of joint holdings only one of such joint holders shall be entitled so to vote.

(c) The holders of such Debentures or Debenture Stock shall be entitled to such number of votes (whether on a show of hands or on a poll) as shall be determined by the conditions of issue of such Debentures or Debenture Stock.

(d) Any two holders of such Debentures or Debenture Stock present at a meeting of the Club shall be entitled to demand in writing that a poll shall be taken upon any question submitted to a General Meeting of a Club in like manner and with the like consequences in all respects as if a poll had been demanded in accordance with these Articles.

(e) No vote given by the holders of any Debenture or Debenture Stock by virtue of the foregoing provisions shall be recorded in favour of or against an Ordinary or Special resolution of the Club, but any votes given by any such holders by virtue of the foregoing provisions in favour of or against an Ordinary or Special resolution shall be separately recorded.

(f) Any such Debenture or Debenture Stock or the Trust Deed securing the same may provide that in case the Club be unable or unwilling to recognise and give effect to the votes of such holders given by virtue of the foregoing provisions the Debenture or Debenture Stock shall become immediately payable.

INDEMNITY

55 Every Committee member, Officer or Servant of the Club shall be indemnified by the Club against and it shall be the duty of the Treasurer out of funds of the Club to pay all costs, losses and expenses which any such Committee member, Officer or Servant may incur or become liable to by reason of any contract entered into or act or deed done by him as such Committee member, Officer or Servant or in any way in the discharge of his duties.

56 No Committee member or Officer of the Club shall be liable for the acts, receipts, neglects or defaults of any other Committee member 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 any loss or damage arising from the bankruptcy, insolvency or tortious 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 judgment or oversight on his part, or for any other loss, damage or

misfortune whatever which shall upon the execution of the duties of his office happen or in relation thereto unless the same happen through his own dishonesty.

DISSOLUTION

57 The income and property of the Club shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Club and no member of the Committee shall be paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club for discharging his duties as such.

If upon winding up or dissolution of the Club 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 Club, but shall be given or transferred i) to some other institution or institutions having objects similar to those of the Club or ii) to some institution or institutions responsible for promoting golf in Wales or iii) to some institution or institutions falling within i) and to some institution or institutions falling within ii) .

LIABILITY OF MEMBERS

58 The liability of the members shall be limited.

59 Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time he is a member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he ceased to be a member, and of the cost, charges and expenses of winding-up the same, and for the adjustments of the rights of the contributories amongst themselves such amount as may be required not exceeding a sum of £5.00.

LICENSING

60 The Club shall operate with a Premises Licence rather than with a Club Premises Certificate.

PROXY NOTICES

61 (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which -
- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

(2) The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(4) Unless a proxy notice indicates otherwise, it must be treated as -
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

62 (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

AMENDMENTS TO RESOLUTIONS

63 (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if -

(a) notice of the proposed amendment is given to the Club in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if -

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

MEANS OF COMMUNICATION TO BE USED

64 (1) Subject to these Articles, anything sent or supplied by or to the Club under these Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Club. Further, the Club may send or supply such documents or information and any other documents and information by making them available on a website.

(2) Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the Club that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

PARTICIPATION IN DIRECTORS' MEETINGS

65 (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when -
(a) the meeting has been called and takes place in accordance with the articles, and
(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

COMPANY SEALS

66 (1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(4) For the purposes of this article, an authorised person is -
(a) any director of the company;
(b) the company secretary (if any); or
(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

THE OBJECTS OF THE CLUB

67 The Objects for which the Club is formed are -

(a) To promote the Game of Golf and other Athletic Sports and Pastimes.
(b) To provide Golf Links and Grounds upon that portion of certain lands known as Bull Bay Golf Links, which is situate in the Parish of Amlwch, in the County of Anglesey, or elsewhere.
(c) To construct, establish, prepare, lay out, extend, alter, remodel, and improve such links for golf or in connection therewith, and to: maintain the same for a Golf Course and other purposes of the Club; and to establish, maintain and conduct a Club for the accommodation of Members of the Club and their friends and visitors; and generally to afford to Members and their friends and visitors all the usual privileges, advantages, conveniences, and accommodation of a Club, and to pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Club.
(d) To build, provide, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, club houses, pavilions, refreshment rooms, apartments, bedrooms, dormitories, lavatories, cottages for professionals, greenkeepers, stewards, and other servants, kitchens, workshops, stables, cycle and motor houses, caddie shelters, outbuildings, sheds, and all other conveniences in connection therewith, and to furnish and maintain the same.
(e) To buy, sell, and deal in all kinds of provisions, refreshments, consumable articles, liquors, wines, spirits, tobacco, cigars, cigarettes, pipes, matches, and all other articles and things required by persons frequenting the Club's club house, links, or grounds, and to obtain all licences and authorities for the purposes aforesaid.
(f) To purchase, hire, provide, and maintain horses, carts, carriages, motors, and other vehicles, cattle, sheep, and other live stock, furniture, implements, tools, utensils, plate, glass, linen,

books, papers, periodicals, stationery, and other things required or which may be conveniently used in connection with the links and grounds, club houses, and other premises of the Club by persons frequenting the same, whether Members of the Club or not.

(g) To buy, prepare, make, supply, sell, exchange, hire, and deal in all kinds of golf clubs and balls, and all materials, apparatus, and appliances used in connection with golf, or for any other indoor or outdoor sports, games, and pastimes, or used or required by the Members of the Club, or for the promotion of the objects of the Club.

(h) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, buildings, easements, or property (real or personal), or any rights or privileges which the Club may think necessary or convenient with reference to any of its objects, or capable of being profitably dealt with in connection with any of the Club's property or rights for the time being.

(i) Generally to procure, provide, and do all such articles, matters, and things as may from time to time be required for the purpose of maintaining, developing, and carrying on to the best advantage and promoting the interests of the Club, either in its existing form or in any extended, altered, or reconstituted condition.

(j) To carry on any other businesses which may seem to the Club capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the property of the Club.

(k) To sell, manage, develop, exchange, lease, mortgage, hire, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Club for such consideration as the Club may think fit.

(l) To erect upon any lands acquired as aforesaid any buildings or building for the purposes aforesaid, and to alter, enlarge, pull down, or remove or replace such buildings, and to repair, uphold, and maintain the same, and any other buildings acquired as aforesaid for the purposes aforesaid, or some one of them.

(m) To collect and receive from the Members and others entrance fees, subscriptions, locker rents, and other payments.

(n) To provide all things necessary for billiards, cards, or other games, sports, and pastimes (both indoor and outdoor), and for music, and musical, dramatic, or other social entertainments.

(o) To hire and employ secretaries, clerks, managers, professionals, caddie masters, caddies, greenkeepers, housekeepers, stewards, servants, and workmen, and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities, and pensions.

(p) To promote and hold, either alone or jointly with any other association, club, or persons, meetings, competitions, tournaments, and matches, in connection with golf or any other games, sports, or pastimes, either for the benefit of the Club or of charitable objects or otherwise, and offer, give, or contribute to or provide prizes, medals, awards, and distinctions, and to promote, give, or support dinners, balls, concerts, and other social entertainments.

(q) To establish, promote, or assist in establishing or promoting, co-operate, join with, or support, and subscribe to or become a member of any other association, union, company, club, or institution whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club.

(r) To invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may from time to time be determined.

(s) To raise or borrow or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by the issue of Debentures or Debenture Stock (whether perpetual or otherwise), and charged or not charged upon the whole or any part of the property and rights of the Club (both present and future), and to redeem, purchase, or pay off any such securities; and to draw, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, and other negotiable or transferable instruments.

(t) To enter into partnership or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concessions, or co-operation with any person, club, or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Club is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Club, and to take or otherwise acquire and hold shares or stock in or securities of, and to subsidise or otherwise assist any such company, and to sell, hold, reissue (with or without guarantee), or otherwise deal with such shares, stock, or securities.

(u) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any person, club, or company carrying on any business which the Club is authorized to carry on, or possessed of property suitable for the purposes of the Club.

(v) To support and subscribe to any charitable or benevolent or public body or object, and any institution, society, or club calculated to benefit Members or ex-Members or employees or ex-employees of the Club; to give pensions, gratuities, Christmas-boxes, or charitable aid to any person or persons who may have served the Club, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any person or persons employed by the Club.

(w) To sell the undertaking of the Club or any part thereof for such consideration as the Club may think fit, and in particular for shares or debentures or debenture stock or other securities of any other company having objects altogether or in part similar to those of the Club; and to promote any company or companies for the purpose of its or their acquiring all or any of the property, rights, and liabilities of the Club, or for any other purpose which may seem directly or indirectly calculated to benefit the Club.

(x) To enter into any arrangements with any Boards or Conservators or other authorities or bodies (municipal, local, or otherwise) that may seem conducive to the Club's objects or any of them, and to obtain from any such authority or body any rights, privileges, licences, and concessions which the Club may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, licences, and concessions.

(y) To promote or obtain or assist in promoting or obtaining any Provisional Order or Act of Parliament for enabling the Club to carry any of its objects into effect, or for extending or further securing any rights or privileges which may from time to time be vested in the Club, or for acquiring any new or additional rights or privileges, and whether the same may directly or only indirectly benefit the Club, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Club's interests.

(z) To do all or any of the above things, either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

(aa) To do all such other things as are incidental or conducive to the attainment of the above objects.

And so that each object above particularized shall be of equal importance, and shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms of any other Paragraph or the name of the Club.

Bull Bay Golf Club – Articles of Association – 2024 v 2014		
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Clwb Golff Porth Llechog

Bull Bay Golf Club

98fed CYFARFOD CYFFREDINOL BLYNYDDOL - Nos Fercher, 27ain Mawrth, 2024 - 8.00 yr hwyr

98th ANNUAL GENERAL MEETING – Wednesday, 27th March 2024 – 8pm

Special Resolution proposed by the Executive Committee

"To consider and if acceptable endorse the adoption of revised Articles of Association identified as Draft A of A – 7.11.23 (updated 14.2.24) to become effective 15th May 2024."

By order of the Executive Committee

FFURF DIRPRWY / PROXY FORM

Yr wyf i / I ………………………………….. (enw / name)

O (cyfeiriad) / Of (address)…………………………………………………......…………………

Yn enwi / Appoint ....(enw / name)

Bod yn ddirprwy i mi yn y 98ain Cyfarfod Cyffredinol Blynyddol a gynhelir ddydd Mercher, 27ain Mawrth 2024
To be my proxy at the 98th Annual General Meeting to be held on Wednesday, 27th March 2024

Rwy'n cyfarwyddo fy dirprwy i bleidleisio yn y ffordd ganlynol mewn perthynas â'r Penderfyniad Arbennig uchod
I instruct my proxy to vote in the following way with regards to the above Special Resolution

Nodwch eich cyfarwyddiadau pleidleisio penodol drwy farcio'r blychau O BLAID neu YN ERBYN neu YMATAL gyda **X**

Indicate your specific voting instructions by marking the FOR or AGAINST or ABSTAIN boxes below like this **X**

O BLAID / FOR	YN ERBYN / AGAINST	YMATAL / ABSTAIN

Arwyddwyd / Signed : ……………………………………………………….. Dyddiad / Date: ……….……..

Ffurflen yn y Swyddfa cyn 5yh Dydd Llun, 25 Mawrth 2024
Form to be in the Office by 5pm Monday, 25 March 2024

Clwb Golff Porth Llechog

Bull Bay Golf Club

PROXY VOTING

Proxy voting is permitted and the following procedure needs to be followed:

PROXY NOTICES - as per Article 61 & 62 of the Articles of Association of the Bull Bay Golf Club Limited

61 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice') which -

a states the name and address of the member appointing the proxy;

b identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

c is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

d is delivered to the company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

2 The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

4 Unless a proxy notice indicates otherwise, it must be treated as -

a allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

b appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

62 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.

2 An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person to whom or on whose behalf the proxy notice was given.

3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Ffurflen yn y Swyddfa cyn 5yh Dydd Llun, 25 Mawrth 2024
Form to be in the Office by 5pm Monday, 25 March 2024