Articles of Association, Bull Bay Golf Club

Gender neutral version for consideration at 99th AGM

Draft - 6/3/25

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) 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 any person is a Member or within twelve months after any person ceases to be a Member, to contribute such sum (limited to £10) as may be demanded of them towards the payment of the debts and liabilities of the Company incurred before they ceased 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 themself 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 they are interested and if they shall purport to vote their 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 their place or they 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 their 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) they hold any office of profit under the Company;

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

c) their membership of the Company is terminated by Article 25 (Rule 25.1g) of the Board;

d) they absent themself 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 their office be vacated;

e) they are disqualified from acting as a director by operation of law or order of the court;

f) they become bankrupt or makes any arrangement or composition with their creditors; or

g) they give the Directors one calendar months' notice in writing that they resign their office.

h) they being an elected director of the Company are 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) they cease 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 they shall be elected to serve for two years in accordance with the provisions of Article 4.1.

7.2 A Captain shall be elected by the Members at the Annual General Meeting of the Company and their duties shall be as determined in accordance with these Articles and they 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 their 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 themself 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 their appointment, they were disqualified from holding office, they had ceased to hold office, or they were 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 themselves 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 proper remuneration for any goods or services supplied to the Company.

10. Age-limits

10.1 A person may not be appointed director of the Company unless they have 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 their election without retiring and putting themself 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 themself 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) they have taken all steps that they ought to have taken as a director in order to make themself 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 14.12 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 they are unwilling to act, or they are 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:

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

17.2 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 them to the Company have been paid.

19. **Proxies**

19.1 Any Member of the Company may appoint another voting Member of the Company as their proxy to exercise all or any of their 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 their 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. *Companies Act 2006 S292 P2*

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.

24.5 The demand for a poll may be withdrawn.

24.6 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 inparticular, 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, or 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 -

26.1 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. Andrews 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 their membership of the Company must give seven days' notice in writing of their 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, they shall, in default of an actual notice of resignation of their membership of the Company served in accordance with Article 25.1(g) above, be automatically deemed to have served a notice resigning their membership of the Company pursuant to Article 25.1(g) one calendar month from the date that they 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 them 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 their 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 them in the actual or purported execution and/or discharge of their 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 their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the courts, in their 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 non-availability 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, they may require the Company to send them 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.

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