

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Toton Tornados Football Club Limited

Company No: 14807883

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INTERPRETATION

1. Defined terms

1.1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

- “Address”** includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
- "Articles"** the Club's articles of association;
- “Associate Members”** means the other classes of membership of the Club other than the Members who shall not be members for the purposes of the Companies Act and include without limitation the playing members under the age of 18 who pay a subscription to the Club, team representatives, coaches and other volunteers;
- “Chair”** has the meaning given in Article 8;
- “Club”** Toton Tornados Football Club Limited;
- "Clear Days”** in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- “Companies Acts”** the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Club;
- “Connected”** in relation to a Director means any person falling within any of the following categories:
- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director; or
 - (b) the spouse or civil partner of any person in (a); or
 - (c) any other person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or
 - (d) any company, partnership or firm of which the Director is a paid director, member, partner or employee, or

shareholder holding more than 1% of the capital;

“Director”	a director of the Club, and includes any person occupying the position of director, by whatever name called;
“Document”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
“Hard Copy” and “Hard Copy”	have the meanings respectively given to them in the Companies Act 2006;
“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
“Rules”	means the rules and regulations of the Club made by the Board or by the Club in general meeting, as amended from time to time;
“Secretary”	the secretary of the Club (if any);
“Writing”	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.

- 1.2 Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 1.3 Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Club.

OBJECTS AND POWERS

2. Objects

- 2.1 The objects of the Club are for the benefit of the public to provide and promote, encourage and facilitate community youth participation in the amateur sport of Association Football in Toton, Nottingham and surrounding districts.

3. Powers

- 3.1 To further its objects the Club may:
- 3.1.1 provide and assist in the provision of money, materials or other help;
 - 3.1.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

- 3.1.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.5 provide or procure the provision of counselling and guidance;
- 3.1.6 provide or procure the provision of advice;
- 3.1.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh Club may properly undertake;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit (in exercising this power the Club must comply as appropriate with the Charities Act 2011);
- 3.1.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Club must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.13 invest the Club's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.14 arrange for investments or other property of the Club to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.17 accept (or disclaim) gifts of money and any other property;
- 3.1.18 raise funds by way of subscription, donation or otherwise;
- 3.1.19 trade in the course of carrying out the objects of the Club and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.20 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.21 subject to Article 4 (Limitation on private benefits) engage and pay consultants and professional or other advisers;

- 3.1.24 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.25 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Club's objects);
- 3.1.26 undertake and execute charitable trusts;
- 3.1.27 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Club, including (without limitation) by creating permanent endowment;
- 3.1.28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.30 pay out of the funds of the Club the costs of forming and registering the Club;
- 3.1.31 insure the property of the Club against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Club;
- 3.1.32 provide indemnity insurance for the Directors or any other officer of the Club in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Director, the second and third references to "Club trustees" in the said Section 189 shall be treated as references to officers of the Club);
- 3.1.33 to make rules, regulations, bye-laws and standing orders concerning the operation of the Club, including without limitation regulations concerning disciplinary procedures that may be taken against the members and Associate Members; and
- 3.1.34 do all such other lawful things as may further the Club's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The Club is non-profit making, meaning the income and property of the Club shall be applied solely towards the promotion of its objects.
- 4.2 No part of the income and property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club unless the payment is permitted by Articles 4.3, 4.4 or 4.5.
- 4.3 No Director may:
 - 4.3.1 sell goods, services or any interest in land to the Club;
 - 4.3.2 be employed by, or receive any remuneration from, the Club; or
 - 4.3.3 receive any other financial benefit from the Club,
unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court.
In this Article 4 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.
- 4.4 A Director may receive the following benefits from the Club:

- 4.4.1 a Director or a person who is Connected with a Director may receive a benefit from the Club in his, her or its capacity as a beneficiary of the Club;
- 4.4.2 a Director or a person who is Connected with a Director may be reimbursed by the Club for, or may pay out of the Club's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Club;
- 4.4.3 a Director or a person who is Connected with a Director may be paid reasonable and proper remuneration by the Club for any goods or services supplied to the Club on the instructions of the Directors (excluding, in the case of a Director, the service of acting as Director);
- 4.4.4 a Director or a person who is Connected with a Director may receive interest at a reasonable and proper rate on money lent to the Club;
- 4.4.5 a Director or a person who is Connected with a Director may receive reasonable and proper rent for premises let to the Club;
- 4.4.6 the Club may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.32; and
- 4.4.7 a Director or other officer of the Club may receive payment under an indemnity from the Club in accordance with the indemnity provisions set out at Article 6;
- 4.4.8 provided that where benefits are conferred under Article 4.4, Article 18.5 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

- 5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Club in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:
 - 5.1.1 payment of the Club's debts and liabilities contracted before he or she ceases to be a member;
 - 5.1.2 payment of the costs, charges and expenses of winding up; and
 - 5.1.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Club shall be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Club may be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club.

8. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

9. Directors may delegate

- 9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.
- 9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Club to any person or committee.
- 9.3 Any delegation by the Directors may be:
 - 9.3.1 by such means;
 - 9.3.2 to such an extent;
 - 9.3.3 in relation to such matters or territories; and
 - 9.3.4 on such terms and conditions; as they think fit.
- 9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Club for such purposes and on such conditions as they determine.

10. Committees

- 10.1 In the case of delegation to committees:
 - 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co- options up to a specified number);
 - 10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
 - 10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
 - 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Club except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

DECISION-MAKING BY DIRECTORS

11. Directors to take decisions collectively

11.1 Any decision of the Directors must be either:

11.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 15); or

11.1.2 a decision taken in accordance with Article 16.

12. Calling a Directors' meeting

12.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

12.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

12.2.1 all the Directors agree; or

12.2.2 urgent circumstances require shorter notice.

12.3 Notice of Directors' meetings must be given to each Director.

12.4 Every notice calling a Directors' meeting must specify:

12.4.1 the place, day and time of the meeting;

12.4.2 the general nature of the business to be considered at such meeting; and

12.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

12.5 Notice of Directors' meetings need not be in Writing.

12.6 Article 29 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

13. Participation in Directors' meetings

13.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

13.1.1 the meeting has been called and takes place in accordance with the Articles; and

13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone, electronic messaging or video conferencing).

13.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

13.3 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.

14. Quorum for Directors' meetings

14.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

14.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two or half of the total number of Directors, whichever is the greater.

14.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors.

15. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

16. Casting vote

16.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

16.2 Article 16.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

17. Majority decisions without a meeting

17.1 The Club may, in the circumstances outlined in this Article, make a majority decision without holding a Directors' meeting.

17.2 If:

17.2.1 a Director has become aware of a matter on which the Directors need to take a decision;

17.2.2 that Director has taken all reasonable steps to make all the other Directors aware of the decision;

17.2.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

17.2.4 a majority of the Directors vote in favour of a particular decision on that matter;

17.2.5 a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held.

17.3 The Chair or such other as shall be appointed by the Directors shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

17.3.1 Circulation of the proposed decision with an indication of the time period for discussion and the date by which Directors are asked to cast their votes;

17.3.2 The nomination of a person to whom all Directors' votes must be communicated;

17.3.3 If a majority of the Directors vote in favour of the decision, the nominated person shall communicate the decision to all the Directors and the date of the decision shall be the date of the communication from the nominate person confirming formal approval;

17.3.4 The nominated person must prepare a minute of the decision in accordance with Article 34.

17.4 In the case of equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote he or she may have, But this does not apply if, in accordance with the

Articles, the chair or specified Director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

17.5 A decision which is made in accordance with this Article 18 shall be as valid and effectual as if it had been passed at a meeting duly convened and held.

18. Conflicts of interest

Declaration of interests

18.1 Unless Article 19.2 applies, a Director must declare the nature and extent of:

18.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Club; and

18.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Club or his or her duties to the Club.

18.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

18.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Club, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

18.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Club, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

18.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received in his, her or its capacity as a beneficiary of the Club (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Club;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.30;

(c) payment under the indemnity set out at Article 6; and

(d) reimbursement of expenses in accordance with Article 4.4.2; or

18.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 18.5.

18.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 18.5, he or she must:

18.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

18.5.2 not be counted in the quorum for that part of the process; and

18.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Club

18.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

18.6.1 the Director shall not be in breach of his or her duties to the Club by withholding confidential information from the Club if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

18.6.2 the Director shall not be accountable to the Club for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

19. Register of Directors' interests

The Directors must ensure a register of Directors' interests is kept.

20. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

21. Director's discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to members and Associate Members.

APPOINTMENT OF DIRECTORS

22. Number of Directors

There shall be at least four Directors and no more than ten who shall be at least the following persons from the Club's Committee of officers:-

22.1 the Chairman;

22.2 the Club Secretary;

22.3 the Treasurer;

22.4 the Welfare Officer; and

22.5 such other persons (if any) as the Board from time to time in its sole discretion co-opt to the Board provided that the total number of directors shall not exceed ten in total.

23. Appointment of Directors

23.1 Those persons notified to the Registrar of Companies as the first directors of the Club shall be the first Directors.

23.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 24, may be appointed to be a Director by a decision of the Directors in accordance with article 23.3.

23.3 Any person being appointed as a Director must have been nominated by a member of the Board and seconded by another Director.

Minimum age

23.3 No person may be appointed as a Director unless he or she has reached the age of 18 years.

General

23.4 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

24. Disqualification and removal of Directors

24.1 A Director shall cease to hold office if:

24.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006,

24.1.2 or is prohibited from being a director by law;

24.1.3 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

24.1.4 notification is received by the Club from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);

24.1.5 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;

24.1.6 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors; or

24.1.7 he or she ceases to be a member of the Club.

24.2 A Chairman, Treasurer, Club Secretary or Welfare Officer who is removed from office as a director of the Board for whatever reason shall be deemed to have resigned from office and the vacancy shall be filled in accordance with these Articles.

24.3 The office of a Director shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

25. Directors as members

25.1 The Directors from time to time shall be the only members of the Club.

25.2 A Director shall become a member on becoming a Director. All new Directors are treated as having agreed to become members of the Club.

25.3 The names of the members of the Club must be entered in the register of members.

26. Termination of membership

26.1 A member shall cease to be a member if he or she ceases to be a Director.

26.2 Membership is not transferable and shall cease on death.

27. Associate members

The Directors may establish such classes of associate membership on a non-discriminatory and fair basis with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Club for the purposes of the Articles or the Companies Acts. For the avoidance of doubt, playing members and volunteers will be categories of Associate Members.

28. Members' Meetings

28.1 The Directors may call a general meeting of the members at any time.

28.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

29. Written resolutions

The members may pass written resolutions in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

30. Communications by the Club

Methods of communication

30.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Club under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Club, including without limitation:

30.1.1 in Hard Copy Form;

30.1.2 in Electronic Form; or

30.1.3 by making it available on a website.

30.2 Where a Document or information which is required or authorised to be sent or supplied by the Club under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

30.3 Subject to the 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 which that Director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 30.4 A member present in person or by proxy at a meeting of the Club shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 30.5 Where any Document or information is sent or supplied by the Club to the members:
- 30.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
 - 30.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 30.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
 - (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 30.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Club that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Exceptions

- 30.7 Copies of the Club's annual accounts and reports need not be sent to a person for whom the Club does not have a current Address.
- 30.8 Notices of general meetings need not be sent to a member who does not register an Address with the Club, or who registers only a postal address outside the United Kingdom, or to a member for whom the Club does not have a current Address.

31. Communications to the Club

The provisions of the Companies Acts shall apply to communications to the Club.

32. Secretary

- 32.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 32.1.1 anything authorised or required to be given or sent to, or served on, the Club by being sent to its Secretary may be given or sent to, or served on, the Club itself, and if addressed to the Secretary shall be treated as addressed to the Club; and
 - 32.1.2 anything else required or authorised to be done by or to the Secretary of the Club may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

33. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

34. Minutes

34.1 The Directors must ensure minutes are made:

- 34.1.1 of all appointments of officers made by the Directors;
- 34.1.2 of all resolutions of the Club and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 34.1.3 of all proceedings at meetings of the Club and of the Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Club, be sufficient evidence of the proceedings.

35. Records and accounts

35.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

- 35.1.1 annual reports;
- 35.1.2 annual statements of account; and
- 35.1.3 annual returns or confirmation statements.

36. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

37. Winding up

37.1 At any time before, and in expectation of, the winding up or dissolution of the Club, the Directors may resolve that any net assets of the Club after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Club be applied or transferred in any of the following ways:

- 37.1.1 directly for the objects of the Club; or
- 37.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
 - (a) for purposes similar to the objects of the Club; or
 - (b) for use for particular purposes that fall within the objects of the Club.

37.2 In no circumstances shall the net assets of the Club be paid to or distributed among the members of the Club under this Article 37.

37.3 If no resolution is passed in accordance with Article 37.1 the net assets of the Club shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Club Commission.