

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

- of -

BEDWAS RUGBY 2011 LIMITED

as amended by the 2021 Annual General Meeting (August 2021)

INDEX TO THE ARTICLES

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THE COMPANIES ACT 2006

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ARTICLES OF ASSOCIATION

- of -

BEDWAS RUGBY 2011 LIMITED

PART 1
DETAILS, INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1. In these Articles, unless the context requires otherwise:

"the Act"	means the Companies Act 2006 as amended, modified replaced or re-enacted from time to time;
"Articles"	means these articles of association, as amended from time to time;
"Bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
the "Board"	means the Board of Directors of the Club established from time to time in accordance with Article 20, the members of which are the directors of the Club for the purposes of the Act;
"Chairman"	means the Director, or person acting on the authority of the Directors (who may or not be present at the meeting), presiding at any meeting of the Club or its committees.
"clear days"	means a period of days exclusive of the day on which the notice is served and of the day for which it is given;
"Club"	means the above named company;

"director"	means a Director of the Club, and includes any person occupying the position of Director, by whatever name called;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"Elected Director"	means a Director elected in accordance with Article 25
"electronic form"	has the meaning given in Section 1168 of the Act;
"general meeting"	means a general meeting of the Club;
"hard copy form"	has the meaning given in Section 1168 of the Act;
"Life Member"	means a member who is appointed as a life member pursuant to Article 36.2.5;
"member"	means the persons admitted to the membership of the Club in accordance with Article 33 and any Rules from time to time in force;
"Non-Voting Members"	means all members of the Club other than the Voting Members and non-voting members shall not be members for the purposes of the Act;
"Officer"	Means any of the Directors (or persons appointed by the Directors to discharge duties on their behalf) and President of the Club
"ordinary resolution"	has the meaning given in Section 282 of the Act;
"participate"	in relation to a Directors' meeting, has the meaning given in Article 13;
"proxy notice"	has the meaning given in Article 45.1;
"Rules"	means the rules, regulations and other byelaws of the Club not being inconsistent with these Articles as may be made or adopted by the Board, as amended from time to time together
"special resolution"	has the meaning given in Section 283 of the Act;
"subsidiary"	has the meaning given in Section 1159 of the Act;
"Voting Members"	the members of the Club who, under these Articles are entitled to receive notice of, attend and vote at general meetings and who are the members of the Club for the purposes of the Act; and

"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.

"the WRU" means the Welsh Rugby Union, the governing body of rugby union within Wales

- 1.2. Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Act.
- 1.3. Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.
- 1.4. For the purposes of Section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

2. Name

The Club shall be called BEDWAS RUGBY 2011 LIMITED.

3. Objects

- 3.1. The objects for which the Club is established ("Objects") are:
 - 3.1.1. to further and promote Rugby Union Football within the Club;
 - 3.1.2. to provide rugby union, social and other activities and generally to encourage and facilitate the playing of rugby football;
 - 3.1.3. to provide and maintain Club premises and facilities at the Bridgefield, Bedwas;
 - 3.1.4. to promote, improve, develop and support the interests of rugby union;
 - 3.1.5. to offer such other benefits to its members as it shall think fit;
 - 3.1.6. to obtain funding for the activities of the Club by collecting entrance fees, membership subscriptions, and match fees, by obtaining sponsorship and other available funding, and through the sale of merchandise and other goods produced by the Club or related to the activities of the Club;
 - 3.1.7. to affiliate to the WRU;
 - 3.1.8. to comply with and uphold the rules and regulations of the WRU and World Rugby as amended from time to time;
 - 3.1.9. to acquire, establish, own, operate and turn to account in any way for the members' benefit the rugby union facilities of the Club together with

buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

3.1.10. 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;

3.1.11. to do all such other things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Article 3.

4. Powers

4.1. The Club shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects ("the Powers").

4.2. The income and property of the Club shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the members of the Club by virtue of such membership.

5. Nothing in Article 4.2 shall prevent the payment in good faith by the Club:

5.1.1. to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses;

5.1.2. of interest on money lent by a member of the Club or its directors at a commercial rate of interest;

5.1.3. of reasonable and proper rent for premises demised or let by any member of the Club or by any director;

5.1.4. of reasonable and proper payments to players, coaching staff and other persons who have been retained or employed by the Club to provide goods and/or services;

5.1.5. of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Club;

5.1.6. other payments as are permitted by these Articles.

6. Liability of members

6.1. 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 is a member or within one year after he ceases to be a member, for any of the items set out in Article 6.2.

6.2. The items for which the members undertake to contribute are:

6.2.1.payment of the Club's debts and liabilities contracted before he ceases to be a member;

6.2.2.payment of the costs, charges and expenses of winding up; and

6.2.3.adjustment of the rights of the contributories among themselves.

PART 2 **DIRECTORS**

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Directors' general authority

7.1. Subject to these Articles, any Rules made pursuant to them and to the Act, the Board shall be responsible for the management of the Club's business, for which purpose it may exercise all the powers of the Club.

7.2. No Rule made by the Club in general meeting pursuant to Article 50 shall invalidate any prior act of the Board which would have been valid if such Rule had not been made.

8. Directors may delegate

8.1. Subject to these Articles and to the provisions of the Rules, the Board may delegate any of the powers which are conferred on it under these Articles:

8.1.1.to such persons carrying out specific duties on behalf of the Directors

8.1.2.to such committee carrying out specific duties on behalf of the Directors, which may be appointed by the Directors or be nominated from time to time in accordance with the Rules;

8.1.3.by such means (including by power of attorney);

8.1.4.to such an extent;

8.1.5.in relation to such matters; and

8.1.6.on such terms and conditions;

as it thinks fit.

8.2. All acts and proceedings delegated under Article 8.1 shall be reported to the Board in due course.

8.3. The Board may revoke any delegation in whole or part, or alter its terms and conditions.

9. Committees

- 9.1. Any sub-committee to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.
- 9.2. The Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.
- 9.3. The quorum for meetings of any sub-committee formed pursuant to the provisions of the Articles shall be one third of the total number of persons elected or appointed to the committee at the time of the meeting or, if the total is not divisible by three, such number as shall be closest to one-third.

DECISION-MAKING BY DIRECTORS

10. Directors to take decisions collectively

Any decision of the Board must be either a majority decision or a decision taken in accordance with Article 11.

11. Unanimous decisions

- 11.1. A decision of the Board is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 11.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 11.3. References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board.
- 11.4. A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

12. Calling a Board meeting

- 12.1. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least four such meetings shall be held in each year.
- 12.2. The Board shall report on their activities to the members at the annual general meeting.
- 12.3. Any director may call a meeting of the Board by giving notice of the meeting to the directors or by directing the Company Secretary to give such notice.
- 12.4. Notice of any meeting of the Board must indicate:

12.4.1.its proposed date and time;

12.4.2.where it is to take place; 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 a meeting of the Board must be given to each Director, but need not be in writing. A Director who is absent from Great Britain shall be entitled to notice of a meeting if he has provided a valid email address.

13. Participation in Board meetings

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

13.1.1.the meeting has been called and takes place in accordance with these 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.

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

13.3. If all the directors participating in a meeting of the Board 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. Composition of the Board and Quorum

14.1. At a meeting of the Board, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

14.2. The quorum for meetings of the Board may be fixed from time to time by a decision of the Directors, but it must never be less than three and, unless otherwise fixed, it is one third of the total number of persons elected or appointed to the Board at the time of the meeting or, if the total is not divisible by three, such number as shall be closest to one-third.

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:

12.4.1 to call a general meeting so as to enable the members to fill a casual vacancy arising among the directors; or

14.3.1.to admit members to the Club.

15. Chairing of Board meetings

15.1. The Directors present at any quorate meeting shall agree amongst themselves which person shall act as chairman of that meeting.

16. Casting vote

16.1. If the numbers of votes for and against a proposal are equal, the Director chairing the meeting of the Board has a casting vote.

16.2. Article 16.1 shall not apply to give a casting vote to the Director chairing the meeting if, in accordance with these Articles, the Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

17. Conflicts of interest

17.1. Subject to Article 17.2, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Club in which a Director has a financial or other personal interest, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

17.2. The prohibition under Article 17.1 shall not apply when:

17.2.1.the Board approves the Director counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest;

17.2.2.the Director need not declare an interest pursuant to Section 177 or 182 of the Act; or

17.2.3.the Director's conflict of interest arises from a permitted cause.

17.3. For the purposes of Article 17.2, the following are "permitted causes":

17.3.1.a guarantee, security or indemnity given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Club or any of its subsidiaries (if any);

17.3.2.subscription, or an agreement to subscribe, for securities of the Club or any of its subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

17.3.3.arrangements pursuant to which benefits are made available to employees and directors or former employees and Directors of the Club or any of its subsidiaries (if any) which do not provide special benefits for Directors or former Directors.

17.4. For the purposes of this Article 17, references to proposed decisions and decision-making processes include any meeting of the Board or part of a meeting of the Board.

17.5. Subject to Article 17.6, if a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting whose ruling in relation to any Director other than himself is to be final and conclusive.

17.6. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman of the meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17.7. A Director may vote, and count towards the quorum, in regard to any transaction or arrangement in which he has, or can have, a direct or indirect conflict of interest that conflicts, or possibly may conflict with the interests of the Club only where such matter has been authorised by the Board in accordance with Section 175 of the Act.

18. Records of decisions to be kept

18.1. The Board must ensure that the Club keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Board and by the Club at general meeting

18.2. Any such records, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

18.3. Any such records shall be circulated to all members of the Board.

19. Directors' discretion to make further rules

19.1. Subject to Article 19.2, the Board shall have the power to make, vary and revoke Rules including, but not limited to, Rules:

19.1.1.setting out different categories of membership of the Club;

19.1.2.setting the criteria for admission to membership of the Club for the different categories of members;

19.1.3.creating regulations, standing orders and/or bye-laws for the better administration of the Club and to regulate the function, role and operation of committees to assist the Board in the better administration of the Club;

19.1.4.setting or adopting such other regulations or policies, including for example child protection and equity policies, as the Board thinks fit; and

19.1.5.in relation to licensable activities of the Club.

19.2. The members of the Club may, by special resolution in general meeting, amend, revoke, modify or substitute any Rule made pursuant to Article 19.1 hereof.

APPOINTMENT OF DIRECTORS

20. Methods of appointing directors

20.1. The Board should consist of at least 5 Directors.

- 20.2. The members of the Board should, following their election, agree amongst themselves appropriate portfolios (ideally based on their own competencies and expertise) through which they can effectively govern the Club. One such Director must take on the role of Secretary in accordance with WRU regulations.
- 20.3. Names of current and former Directors of the Club can be found on public record via Companies House.
- 20.4. The current Directors set out in Article 20.3 shall retire at the conclusion of the annual general meeting in each succeeding year, but may in each case be re-elected in accordance with these Articles.
- 20.5. All acts carried out in good faith at any meeting of the Board or of any sub-committee, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person, be as valid as if every such person had been duly appointed or had duly continued in office.

21. Termination of Director's appointment

- 21.1. Without prejudice to the provisions of Section 168 of the Act, a person shall cease to be a Director of the Club as soon as:
- 21.1.1.that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- 21.1.2.a bankruptcy order is made against that person;
- 21.1.3.a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 21.1.4.a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 21.1.5.by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 21.1.6.that person shall without sufficient reason for more than two consecutive Board meetings have been absent without permission of the Board and all other members of the Board resolve that his office be vacated;
- 21.1.7.that person is requested to resign by all the other members of the Board acting together;
- 21.1.8.that person ceases to be a member; or

21.1.9. Notification is received by the Club from the director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

21.2. A member removed from duties as a Director of the Board, for whatever reason, shall be deemed to have resigned from office as a Director and the vacancy shall be filled in accordance with these Articles.

22. Directors' remuneration

The Club shall not employ any Director of the Club to provide any services outside the scope of the ordinary duties of a Director and shall not pay any Director any remuneration in relation to his role on the *Board*, unless expressly authorised to do so by two thirds of the members present and voting at any Annual General Meeting.

23. Directors' expenses

23.1. Without prejudice to Article 29, the Club may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

23.1.1. meetings of the Board or of committees of the Board; or

23.1.2. general meetings,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

24. Elections

24.1. Any Voting Member may nominate another Voting Member to be a Director. Any person nominated as a member of the Board must be a Voting Member of not less than **2** years' standing. Any nomination must be made on the form prescribed from time to time by the Board. Any nomination must be seconded by another Voting Member. Voting Members may only nominate or second one candidate for each post and the form must be completed and returned to the Secretary not later than such date as the Board shall prescribe each year.

24.2. If there are the same number of candidates as there are vacancies for a post, those candidates shall be declared elected unopposed at the annual general meeting. In the event of there being more nominations than vacancies, there shall be an election at the annual general meeting as directed by the Board. The results of any such election must be announced at the annual general meeting by the Board. An Annual General Meeting may be adjourned for an Extraordinary General Meeting in order to facilitate an election when there are more nominations than there are vacancies. Such an adjournment should not exceed 28 days.

25. Casual Vacancies

A casual vacancy arising among the Directors, shall be filled by the Club in general meeting provided always that the person appointed to fill the vacancy shall hold office until such time as the person he replaced was due to retire but shall be eligible for re-election in accordance with these Articles.

MEMBERSHIP

26. Applications for membership

- 26.1. The members of the unincorporated association known as Bedwas Rugby Sports & Social Club as at the date of the incorporation of this Club; and such other persons as are admitted to membership by the Board in accordance with these Articles, shall be the members of the Club.
- 26.2. No person shall become a member of the Club unless:
- 26.2.1. that person has completed an application for membership in a form approved by the Board, and
- 26.2.2. the Board has approved the application.
- 26.3. For the purposes of registration the number of members is declared to be unlimited.
- 26.4. A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a member before those two days have lapsed.
- 26.5. The Board may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of members.
- 26.6. The Board may from time to time nominate and appoint Life Members in recognition of outstanding contribution or long service to the Club.
- 26.7. The Board shall be entitled to prescribe rules and other contractual arrangements in respect of Playing Members of the Club from time to time by in accordance with the guidelines set by the WRU.

27. Conditions of membership

- 27.1. All members shall be subject to the Rules and shall respect the rules of the game of rugby union as set from time to time by the WRU.
- 27.2. The members shall pay any entrance fees and annual subscription set by the Board under Article 33.5. Any member whose subscription fee is more than three months in arrears shall be deemed to have resigned his membership of the Club.

28. Termination of membership

- 28.1. It shall be the duty of the Board, if at any time it shall be of the opinion that the interests of the Club so require, by notice in hard copy form sent by prepaid post to a member's address, to request that member to withdraw from membership of the Club within a time specified in such notice. If, on the expiry of the time specified in

such notice, the member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board or such sub-committee to which it has delegated its powers. The Board or sub-committee and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard copy form, and he shall not be required to withdraw from membership unless a majority of the Board members or sub-committee members present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a member and his name shall be erased from the register of members. The Board may exclude the member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend the Club's premises to attend that meeting (if it is held at them) for the purpose of making his representations. A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at such meeting.

- 28.2. A member may withdraw from membership of the Club by giving seven clear days' notice to the Club in writing.
- 28.3. A membership terminates automatically when a member dies or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules.
- 28.4. Membership is not transferable.
- 28.5. Any person ceasing to be a member forfeits all rights in relation to and claims upon the Club, its property and its funds and shall have no right to the return of any part of his subscription unless the Board, having regard to all the circumstances, otherwise determines.

ORGANISATION OF GENERAL MEETINGS

29. Annual General Meetings

- 29.1. The Club shall hold a general meeting in every calendar year as its annual general meeting as soon as possible after the end of the Club's financial year but otherwise at such time and place as may be determined by the Board and shall be specified as such in the notices calling it.
- 29.2. The business to be transacted at the annual general meeting shall include the following:
 - 29.2.1. to receive from the Club's accounts;
 - 29.2.2. to receive from the Board a report of the activities of the Club since the previous annual general meeting;

29.2.3.to appoint the Club's auditors;

29.2.4.to hold and announce the election (as appropriate) of the Officers and the Elected Directors to be appointed in accordance with these Articles; and

29.2.5. To transact proposed resolutions brought before it by members, e.g. the appointment of Life Members, if such draft resolutions are proposed and seconded by at least 5 Voting Members of the club in accordance with Article 38.2.3.

29.3. All general meetings, other than annual general meetings, shall be called general meetings. This includes placing a time limit on contributions to debates on resolutions, facilitating a private ballot and/or adjourning a resolution for an extraordinary general meeting.

30. Attendance and speaking at general meetings

The Board may make whatever arrangements they in their sole and absolute discretion consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

31. Quorum for general meetings

31.1. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

31.2. Subject to Article 41.6, one-fifth of the member of the Club present in person at a general meeting shall be a quorum.

32. Chairing general meetings

32.1. The Directors will agree amongst themselves, one of their own number to chair general meetings.

32.1.1.(if no directors are present), the meeting,

Must appoint a member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

32.2. The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

33. Attendance and speaking by directors and non-members

33.1. The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

34. Adjournment

34.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a

quorum ceases to be present, the chairman of the meeting must adjourn it.

34.2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

34.2.1.the meeting consents to an adjournment, or

34.2.2.it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

34.3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

34.4. When adjourning a general meeting, the chairman of the meeting must:

34.4.1.either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

34.4.2.have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

34.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

34.5.1.to the same persons to whom notice of the Club's general meetings is required to be given, and

34.5.2.containing the same information which such notice is required to contain.

34.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place provided that if at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting one quarter of the Voting Members shall be a quorum.

VOTING AT GENERAL MEETINGS

35. Voting: general

35.1. Every Voting Member shall be entitled to receive notice of, attend general meetings and cast one vote.

35.2. A resolution put to the vote of a general meeting may be decided on a show of hands unless the Board mandates, or the members present vote for, a ballot.

36. Errors and disputes

36.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

36.2. Any such objection must be referred to the chairman of the meeting whose decision is final.

37. Poll votes

37.1. A poll on a resolution may be demanded:

37.1.1.in advance of the general meeting where it is to be put to the vote, or

37.1.2.at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

37.2. A poll may be demanded by:

37.2.1.the chairman of the meeting;

37.2.2.the Board; or

37.2.3.five members present in person or proxy having the right to vote on the resolution or, if less, a person or persons representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution.

37.3. A demand for a poll may be withdrawn if:

37.3.1.the poll has not yet been taken, and

37.3.2.the chairman of the meeting consents to the withdrawal.

37.4. Polls shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

37.5. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

37.6. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

38. **Content of proxy notices**

38.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

38.1.1. states the name and address of the member appointing the proxy;

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

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

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

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

38.3. 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.

38.4. Unless a proxy notice indicates otherwise, it must be treated as:

38.4.1. 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

38.4.2. 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.

39. **Delivery of proxy notices**

39.1. 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.

39.2. 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.

39.3. 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.

39.4. 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 appointer's behalf.

40. **Amendments to resolutions**

40.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

40.1.1. 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

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

40.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

40.2.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

40.3. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.

40.4. 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.

PART 4
ADMINISTRATIVE ARRANGEMENTS

41. **Means of communication to be used**

41.1. 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 Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Club.

41.2. Subject to these Articles, any notice or document to be sent or supplied to a member of the Board in connection with the taking of decisions by the Board 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.

41.3. 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.

42. **No right to inspect accounts and other records**

Except as provided by law or authorised by the Board or an ordinary resolution of the Club, no person is entitled to inspect any of the Club's accounting or other records or documents merely by virtue of being a member.

DIRECTORS' INDEMNITY AND INSURANCE

43. Indemnity

43.1. Subject to Article 50.2, a relevant Director of the Club or an associated company may be indemnified out of the Club's assets against:

43.1.1.any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

43.1.2.any liability incurred by that Director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Act),

43.1.3.any other liability incurred by that Director as an officer of the Club or an associated company.

43.2. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

43.3. In this Article:

43.3.1.companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

43.3.2.a "relevant Director" means any director or former Director of the Club or an associated company.

44. Insurance

44.1. The Board may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant Director in respect of any relevant loss.

44.2. In this Article:

44.2.1.a "relevant Director" means any Director or former Director of the Club or an associated company;

44.2.2.a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

44.2.3.companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

45. Dissolution

If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be paid to or distributed for use in rugby union initiatives in Wales.