

The Companies Act 2006

Company Limited by Guarantee not having a Share Capital

---

**Articles of Association**

**of**

**Bedwas Community Rugby Ltd**

---

**SCHEDULE 2**

Regulation 3

**ARTICLES OF ASSOCIATION FOR A PRIVATE COMPANY  
LIMITED BY GUARANTEE**

**INDEX TO THE ARTICLES**

**PART 1**

**INTERPRETATION AND LIMITATION OF LIABILITY**

1. Defined terms
2. Objects
3. Powers
4. Liability of members

## PART 2 DIRECTORS

### DIRECTORS' POWERS AND RESPONSIBILITIES

5. Directors' general authority
6. Directors may delegate
7. Committees

### DECISION-MAKING BY DIRECTORS

8. Directors to take decisions collectively
9. Unanimous decisions
10. Calling a directors' meeting
11. Participation in directors' meetings
12. Composition of and quorum for directors' meetings
13. Chairing of directors' meetings
14. Casting vote
15. Conflicts of interest
16. Records of decisions to be kept
17. Directors' discretion to make further rules

### APPOINTMENT OF DIRECTORS

18. Methods of appointing directors
19. Termination of director's appointment
20. Directors' remuneration
21. Directors' expenses

## PART 3 MEMBERS

### BECOMING AND CEASING TO BE A MEMBER

22. Applications for membership
23. Conditions of membership
24. Termination of membership

### ORGANISATION OF GENERAL MEETINGS

25. Attendance and speaking at general meetings
26. Quorum for general meetings
27. Chairing general meetings
28. Attendance and speaking by directors and non-members
29. Adjournment

### VOTING AT GENERAL MEETINGS

30. Voting: general
31. Errors and disputes

32. Poll votes
33. Content of proxy notices
34. Delivery of proxy notices
35. Amendments to resolutions

## PART 4 ADMINISTRATIVE ARRANGEMENTS

36. Means of communication to be used
37. Company seals
38. No right to inspect accounts and other records
39. Provision for employees on cessation of business

## DIRECTORS' INDEMNITY AND INSURANCE

40. Indemnity
41. Insurance
42. Rules
43. Dissolution

## PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

### 1. Defined terms

In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

“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;

“chairman” has the meaning given in article 13;

“chairman of the meeting” has the meaning given in article 27;

“the Club” means **Bedwas Community Rugby Ltd**;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“the Company” means Bedwas Rugby (2022) Ltd

“director” means a director of the company, 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;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“governing body” means the national governing body of the sport of Rugby Football which is the Welsh Rugby Union

“member” means the persons admitted to the membership of the Club in accordance with Article 22 and any rules from time to time in force;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 33;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“the Sport” means Rugby Football

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006; 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.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

## **2. Objects**

The objects for which the Club is established ("Objects") are:

- 2.1. to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present association known as Bedwas Rugby (2011) Ltd and to indemnify the Club, its officers, members, and members of any of its sub-committees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of the Club and in respect of all liabilities, obligations and commitments (whether legally binding or not) of the Club and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;
- 2.2. principally to provide facilities for the Sport of Rugby Football and generally to promote, encourage and facilitate participation in the Sport in the area of Bedwas and amongst the community;
- 2.3. to provide and maintain the Club premises and club-owned equipment for the use of its members (without discrimination);
- 2.4. to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, insurance, medical treatment and post-match refreshments;
- 2.5. to sell or supply food and/or drink and provide other activities as a social adjunct to the sporting purposes of the Club;
- 2.6. 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;
- 2.7. to promote the Sport within the Club;
- 2.8. to affiliate to the governing body of the Sport;
- 2.9. to comply with and uphold the rules and regulations of the governing body as amended from time to time and the rules and regulations of any body to which the governing body is affiliated;
- 2.10. to acquire, establish, own, operate and turn to account in any way for the members' benefit the facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- 2.11. 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;
- 2.12. to discipline the members where permitted by its Rules and to refer its members to be disciplined by the governing body where so required by the rules and regulations of the governing body;
- 2.13. to undertake and execute charitable trusts relating to the activities of the Club;
- 2.14. to make donations or offer support to Rugby Football clubs which are charities or community amateur sports clubs; and
- 2.15. 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 2.
- 2.16. To further these objects the Club has established a wholly owned Trading company to be known as Bedwas Rugby (2022) Ltd:

### **3. The Objectives of the Subsidiary Company are: -**

To carry on business as a general commercial company to procure profits and gains for the purpose of paying them to the Club.

The Company shall pay to the Club, whether by way of covenanted donations within the meaning of the Income and Corporation Taxes Act, or otherwise, such a sum as, after due provision for the financial requirements which are of any business or businesses which are for the time being carried out by the Company, as shall absorb or extinguish profits, which otherwise would be available for distribution

Specific income will be derived from match day hospitality, gate fees from paying spectators, generic and organised sponsorship of individual players or the playing of fixtures. The bar and outside catering will generate income from non members and the Company will promote commercial events, advertising and entertainment

Meticulous and transparent financial arrangements will be in place and to this end, in particular all employees or employed contractors whether temporary or permanent will be subject to PAYE or similar safeguards if self employed.

No engaged persons shall be paid wages, expenses or any other emoluments in cash.

The Company shall be a wholly owned subsidiary of Bedwas Community Rugby with whom a financial concordat will be agreed, Details of shared costs both operational and personnel will be agreed and outlined in a Resource Sharing Agreement between Club and Company

### **3. Powers**

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

3.2. The income and property of the Club shall be applied solely towards the promotion of the 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 or third parties other than other registered community amateur sports clubs or charities. No member shall be paid a salary, bonus fee or other remuneration for playing for the Club.

3.3. Nothing in Article 3.2 shall prevent the payment in good faith by the Club:

- 3.3.1. of remuneration to any director of the Club in accordance with Article 20
- 3.3.2. to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses;
- 3.3.3. of interest on money lent by a member of the Club or its directors at a commercial rate of interest;
- 3.3.4. of reasonable and proper rent for premises demised or let by any member of the Club or by any director; [or]
- 3.3.5. 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; [or]
- 3.3.6. other payments as are permitted by these Articles.

#### **4. Liability of members**

The liability of each member is limited to £10, 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—

- 4.1. payment of the Club's debts and liabilities contracted before he ceases to be a member,
- 4.2. payment of the costs, charges and expenses of winding up, and
- 4.3. adjustment of the rights of the contributories among themselves.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **5. Directors' general authority**

5.1. Subject to these Articles, any Rules made pursuant to them and the Companies Acts, the Board is responsible for the management of the Club's business, for which purpose it may exercise all the powers of the Club.

5.2. No Rule made by the Club in general meeting pursuant to Article 42 shall invalidate any prior act of the Board which would have been valid if such Rule had not been made.

#### **6. Directors may delegate**

6.1. Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- 6.1.1. to such person or committee;
- 6.1.2. by such means (including by power of attorney);
- 6.1.3. to such an extent;
- 6.1.4. in relation to such matters or territories; and
- 6.1.5. on such terms and conditions;



6.1.6.as they think fit.

6.2. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

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

## **7. Committees**

7.1. Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2. The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## DECISION-MAKING BY DIRECTORS

### **8. Directors to take decisions collectively**

Any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

### **9. Unanimous decisions**

9.1. A decision of the directors 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.

9.2. 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.

9.3. 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 directors' meeting.

9.4. 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.

### **10. Calling a directors' meeting**

10.1. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

10.2. Notice of any directors' meeting must indicate—

10.2.1. its proposed date and time;

10.2.2. where it is to take place; and

10.2.3. 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.

10.3. Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4. A director who is absent from Great Britain shall be entitled to notice of a meeting if he has provided a valid email address.

### **11. Participation in directors' meetings**

11.1. Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

11.1.1. the meeting has been called and takes place in accordance with the articles, and

11.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

11.3. 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.

### **12. Composition of and quorum for directors' meetings**

12.1. 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.

- 12.2. 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 **two (2)**, and unless otherwise fixed it is **two (2)**.
- 12.3. Subject to Article 12, the Board may act notwithstanding any vacancy in their body.
- 12.4. There shall be no less than 4 directors duly appointed by the members. 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
- 12.4.2. to admit members to the Club.

### **13. Chairing of directors' meetings**

- 13.1. The directors may appoint a director to chair their meetings.
- 13.2. The person so appointed for the time being is known as the chairman.
- 13.3. The directors may terminate the chairman's appointment at any time.
- 13.4. If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

### **14. Casting vote**

- 14.1. If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 14.2. But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **15. Conflicts of interest**

- 15.1. If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 15.2. But if paragraph (15.3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 15.3. This paragraph applies when—
- 15.3.1. the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- 15.3.2. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 15.3.3. the director's conflict of interest arises from a permitted cause.
- 15.4. For the purposes of this article, the following are permitted causes—
- 15.4.1. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
- 15.4.2. subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- 15.4.3. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 15.5. For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 15.6. Subject to paragraph (15.7), if a question arises at a meeting of directors or of a committee of directors 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 whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 15.7. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, 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.

### **16. Records of decisions to be kept**

- 16.1. 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.
- 16.2. 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.
- 16.3. Any such records shall be circulated to all members of the Board.

#### **17. Directors' discretion to make further rules**

- 17.1. Subject to those Rules to be made, varied or revoked by the Voting Members in general meeting in accordance with Article 42 below, the Board shall have the power to make, vary and revoke the Rules including, but not limited to, Rules:
  - 17.1.1. setting out different categories of membership of the Club;
  - 17.1.2. setting the criteria for admission to membership of the Club for the different categories of members;
  - 17.1.3. 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;
  - 17.1.4. setting or adopting such other regulations or policies, including for example child protection and equity policies, as the board thinks fit; and
  - 17.1.5. in relation to licensable activities of the Club if any,provided that nothing in those Rules shall prejudice the Club's status as a Community Amateur Sports Club under Schedule 18 Finance Act 2002 and provided that the said Rules shall be consistent with these Articles and the Companies Acts.

### APPOINTMENT OF DIRECTORS

#### **18. Methods of appointing directors**

- 18.1. Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.
- 18.2. Any person who is willing to act as a Director and is recommended by the Club Members and is permitted by law to do so may be appointed to be a Director by a decision of the Directors.
- 18.3. In any case where, as a result of death, the company has no members and no directors, the Club Members died have the right, by notice in writing, to appoint a person to be a director.

#### **19. Termination of director's appointment**

- 19.1. A person ceases to be a director as soon as—
  - 19.1.1. that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
  - 19.1.2. a bankruptcy order is made against that person;
  - 19.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 19.1.4. a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months
  - 19.1.5. notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

19.2. One third of the Directors shall retire by rotation at the Annual General Meeting and shall be eligible for re-election.

## **20. Directors' remuneration**

20.1. Directors may undertake any services for the company that the directors decide.

20.2. No Director of the Club shall receive any remuneration for services in the Capacity of Director, but this shall not prohibit the payment by the Club of travelling and other expenses properly incurred by Directors and authorised by the Board.

## **21. Directors' expenses**

The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

21.1. meetings of directors or committees of directors,

21.2. general meetings, or

21.3. separate meetings of the holders of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

# **PART 3**

## **MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

## **22. Applications for membership**

22.1. The subscribers to the Memorandum of Association of the Club; the members of the association known as Bedwas Rugby (2011) Ltd as at the date of incorporation; and such other persons as are admitted to membership by the directors in accordance with these Articles shall be members of the Club.

22.2. No person shall become a member of the company unless—

22.2.1. that person has completed an application for membership in a form approved by the directors, and

22.2.2. the directors have approved the application.

22.3. For the avoidance of doubt membership is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the sport or the good conduct and interests of the Club and no person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. 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.

22.4. For the purposes of registration the number of members is declared to be unlimited.

22.5. 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.

22.6. The directors may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of members provided that the directors shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the Club.

## **23. Conditions of membership**

23.1. All members shall be subject to the Rules and shall respect the rules of the Sport as set from time to time by the governing body.

23.2. The members shall pay any entrance fees and annual subscription set by the directors under Article 22.6. Any member whose subscription fee is more than 3 months in arrears shall be deemed to have resigned his membership of the Club.

#### **24. Termination of membership**

24.1. A member may withdraw from membership by giving 7 days' notice to the company in writing.

24.2. Membership is not transferable.

24.3. A person's membership terminates when that person dies or ceases to exist.

### ORGANISATION OF GENERAL MEETINGS

#### **25. Attendance and speaking at general meetings**

25.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

25.2. A person is able to exercise the right to vote at a general meeting when—

25.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

25.2.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

25.3. The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

25.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

25.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **26. Quorum for general meetings**

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. 15 members shall constitute a quorum of a General meeting

#### **27. Chairing general meetings**

27.1. If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

27.2. If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

27.2.1. the directors present, or

27.2.2. (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

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

#### **28. Attendance and speaking by directors and non-members**

28.1. Directors may attend and speak at general meetings, whether or not they are members.

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

#### **29. Adjournment**

- 29.1. 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—
- 29.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
1. the meeting consents to an adjournment, or
  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.
3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
4. When adjourning a general meeting, the chairman of the meeting must—
- (a) 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
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
1. to the same persons to whom notice of the company's general meetings is required to be given, and
  2. containing the same information which such notice is required to contain.
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.

## VOTING AT GENERAL MEETINGS

### **30. Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### **31. Errors and disputes**

31.1. 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.

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

### **32. Poll votes**

32.1. A poll on a resolution may be demanded—

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

32.1.2. 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.

32.2. A poll may be demanded by—

32.2.1. the chairman of the meeting;

32.2.2. the directors;

32.2.3. two or more persons having the right to vote on the resolution; or

32.2.4. 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.

32.3. A demand for a poll may be withdrawn if—

32.3.1. the poll has not yet been taken, and

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

32.4. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **33. Content of proxy notices**

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

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

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

33.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in 33.1.4 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.

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

33.3. 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.

33.4. Unless a proxy notice indicates otherwise, it must be treated as—

33.4.1. 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

33.4.2. 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.

#### **34. Delivery of proxy notices**

34.1. 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 company by or on behalf of that person.

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

34.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting to which it relates, either in writing, or verbally, to the person chairing the meeting, by the person on whose behalf the proxy was initially granted.

34.4. If the person on whose behalf vote has been issued so declares, then the proxy shall be cancelled. In any event, if a vote, whether by show of hands or by ballot is taken by a member, then no proxy vote may be allowed in his or her place.

#### **35. Amendments to resolutions**

35.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

35.1.1. notice of the proposed amendment is given to the company 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

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

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

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

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

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

## **PART 4**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **36. Means of communication to be used**

36.1. Subject to the articles, anything sent or supplied by or to the company under the articles 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 or to the company.

36.2. 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 by which that director has asked to be sent or supplied with such notices or documents for the time being.

36.3. A director may agree with the company 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.

#### **37. Company seals**

37.1. Any common seal may only be used by the authority of the directors.

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

37.3. 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.

37.4. For the purposes of this article, an authorised person is—

37.4.1. any director of the company;

37.4.2. the company secretary (if any); or

37.4.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **38. No right to inspect accounts and other records**

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

### **39. Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **40. Indemnity**

40.1. Subject to paragraph (42.2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

40.1.1. 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,

40.1.2. 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 Companies Act 2006),

40.1.3. any other liability incurred by that director as an officer of the company or an associated company.

40.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

40.3. In this article—

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

40.3.2. a "relevant director" means any director or former director of the company or an associated company.

### **41. Insurance**

41.1. The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

41.2. In this article—

41.2.1. a "relevant director" means any director or former director of the company or an associated company,

41.2.2. 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

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

### **42. Rules**

42.1. Subject to Article 19, the Voting Members in general meeting may from time to time make, vary and revoke Rules.

42.2. Rules made pursuant to Article 42.1 must, in order to be valid, be compliant with the Companies Acts and these Articles.



**43. 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 to another registered community amateur sports club for Rugby Football, to the governing body for use in community related Rugby Football initiatives, or to a local charitable organisation.