THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

THE DUNNERHOLME GOLF CLUB LIMITED

*A Quality Service through the Red Door***ARTICLES OF ASSOCIATION OF**

**THE DUNNERHOLME GOLF CLUB LIMITED**

**Definitions**

In these Articles the following words shall have the following meanings:

Act means the Companies Acts as defined in section 2 of the Companies Act 2006 insofar as they apply to the Company and any amendments to or any re-enactment of that Act.

Articles means the Articles of Association of the Company and references to an Article shall be taken as references to the relevant Article in this document, unless the context implies otherwise;

Board means the board of Directors of the Company;

CASC means the Community Amateur Sports Club Scheme;

Council means the directors of the Company elected to sit on the Council in accordance with the Articles and rules and bye laws of the Company from time to time;

Director a directors (as defined by the Act) of the Company and ‘Directors’ shall be construed accordingly;

Full Member means any individual who has paid promptly and in full their full membership subscriptions or who, being an honorary life member, had so paid their full membership subscriptions to the point of being so elected;

Objects the objects of the Company;

Regulations means the regulations as set out in the Model Articles for Private Companies limited by guarantee in Schedule 2 of the Companies (Model Articles) Regulations 2008 as amended from time to time;

Rules means the playing rules of the Company as amended from time to time;

**Preliminary Articles**

* 1. Save as expressly provided for or amended in these Articles, the Regulations shall apply to the Company.
  2. Save as expressly provided for in these Articles, words which refer to the singular also refer to the plural and the other way round.
  3. Words which refer to males also refer to females and to companies.
  4. References to a ‘person’ or ‘people’ include companies, corporations and unincorporated associations.
  5. In the case of any inconsistency between the Regulations and the Articles set out hereunder, the Articles shall take precedence.
  6. The main purpose of the Company is to provide facilities for and encourage participation in sporting activities.
  7. The Company is a non-profit making organisation and the liability of the members is limited.

**Objects**

2.1 The Company’s Objects are as set out to the Schedule to these Articles and may be changed by special resolution of the members. The Objects do not form part of the Articles.

**Committees**

3.1 Regulation 6 (2) shall not apply to the Company and the following Articles 3.2 and 3.3 shall apply instead.

3.2 The Board may make rules of procedure for all or any committees (including, but not limited to, the Council), but in the event of any inconsistency between those rules and the Articles, the Articles shall take precedence and the rules shall be amended accordingly.

3.3 Subject to Article 3.2, the Board may from time to time make such rules and bye-laws for the operation of the Company (including, but not limited to the Rules and also to the rules relating to any golf competition organised and run by the Company) as they deem reasonably necessary for the proper conduct and management of the Company and the achievement of the Objects, save that any rule or bye-law (other than a rule relating to any golf competition organised and run by the Company) so made may be varied or revoked by ordinary resolution of the members.

3.4 Save as varied by any decision of the Board or the members duly made pursuant to any provision of these Articles, the Council shall be responsible for the day to day management of the Company, subject always to decisions of the Council being notified to the Board who shall always have the power to ratify, vary or revoke any such decision.

**Unanimous decisions**

* 1. Regulation 7(2) shall not apply to the Company.

**Calling a Directors’ meeting**

5.1 The Chair of the meeting may permit other persons who are not members of the Company to attend and speak at a Directors’ meeting.

**Directors and Council Members**

6.1 The Company will decide by ordinary resolution the maximum and minimum number of Directors. If the Company does not announce a decision there will be a maximum of eleven Directors and a minimum of three Directors.

6.2 No person shall be entitled to act as a Director unless they are a Full Member and also a member as defined by the Act. The Directors shall elect a Chair and, if they so decide, a Deputy Chair, from their number. Regulation 17 shall be modified accordingly.

6.3 Directors of the Company must be fit and proper persons to be managers of a sporting club and may be removed pursuant to the provisions of Article 9.4 (save that the Director who is the subject of the vote may not vote on the resolution) if, in the opinion of the Directors acting reasonably, the Director in question is not, or is no longer, a fit and proper person.

6.4 The quorum for Directors’ meetings is three.

6.5 No person shall sit on the Council unless they are a Director.

**Chairing of Director’s Meetings**

7.1 Regulation 12 shall only apply to the Company in circumstances where the office of Chair is vacant for any reason or where the Chair is unable to attend a Director’s meeting (which, for the avoidance, of doubt, shall include a meeting of the Council) and no Deputy Chair has been elected.

**Casting Vote**

8.1 Regulation 13 (2) shall not apply to the Company.

8.2 Only the elected Chair (as elected pursuant to Article 6.2) or his or her Deputy (as elected pursuant to Article 6.2) shall be entitled to a casting vote and Regulation 13 (1) shall be modified accordingly.

**Appointment and Removal of Directors**

* 1. The Directors shall be entitled to co-opt further Directors (subject to the maximum number of Directors permitted by the Articles) at any time, but any Director so co-opted shall only hold office until the next general meeting of the Company at which point they must stand down and (if they choose) offer themselves for appointment, which appointment must be ratified by members by ordinary resolution.
  2. Co-opted Directors standing down pursuant to Article 9.1 shall not be prevented from standing for re-election as a Director.
  3. A Director may stand down at any time as a Director by giving the Company no less than 28 days written notice.
  4. The office of Director shall be vacated if the remaining Directors (which shall not include the Director who is subject to the vote) pass a resolution by 75% majority that it is desirable that the Director in question should cease to be a Director. Regulation 18 shall be modified accordingly.

**Conflicts of Interest**

* 1. Regulation 14 shall not apply to the Company and the following Article 10.2 shall apply instead.
  2. Directors may vote on any resolution, and shall form part of the quorum, at Directors’ meetings or meetings of committees of the Directors as long as they declare any direct or indirect interest they may have in the matter under vote and provided that they comply at all times with their fiduciary duties.

**Membership and Classes of Membership**

11.1 The Directors may create different classes of membership with different rights and obligations (which shall include voting rights) and shall record the rights and obligations of each class of members in the register of members, save that Full Members who have agreed to be members and who are of majority age shall always have full voting rights in the Company.

11.2 Rights or obligations attached to any class of membership may only be varied by special resolution passed by members of that class or where 75% of the members of that class agree in writing to the variation.

11.3 Any provisions in these Articles relating to general meetings of members shall apply equally to meetings of members of any particular class.

11.4 Membership shall be open to any individual who supports the Objects of the Company and applications for membership shall be considered in a fair and non-discriminatory way which shall include (but not be limited to) the Board disregarding the fact that an individual has, or may have, or is believed to have, any one or more of the protected characteristics as defined by the Equality Act 2010. Regulation 21 shall be modified accordingly.

**Termination of membership**

12.1 A person’s membership shall terminate when that person dies, ceases to exist or becomes incapable of managing their own affairs and Regulation 22 (3) shall be modified accordingly.

12.2 The Board may at its discretion or at the recommendation of the Council (which recommendation the Board need not accept) by majority vote terminate the membership of any member at any time at a duly convened meeting or otherwise in accordance with any bye-laws or policies introduced by the Company to ensure acceptable standards of behaviour including (but not limited to) the Rules and to standards imposed to ensure compliance with the provisions of the Equality Act 2010.

**Quorum for General Meetings**

13.1 The quorum for general meetings shall be as determined by the Company by ordinary resolution but otherwise shall be twenty, which for the avoidance of doubt may include directors.

**Chairing General Meetings**

14.1 Only the elected Chair (as elected pursuant to Article 6.2) shall be entitled to a casting vote at a general meeting of the Company.

**Attendance and Speaking at General Meetings**

15.1 Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of conference telephones or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting and Regulation 23 shall be modified accordingly.

**Profits and Dissolution**

16.1 In the event of dissolution of the Company, any assets of the Company remaining after the satisfaction of all debts and liabilities shall not be distributed among the members but shall be given to any other organisation or Company whose aims and objectives are broadly similar to the aims and objectives of the Company and who are a registered charitable organisation, a registered CASC (if the Company has CASC status at the time of dissolution) or the sports national governing body where such body will apply the assets for community sports.

16.2 All profits must be applied for the Objects of the Company and may not be distributed to members.

**Company Seal**

17.1 The Company does not need to have a Company seal. If the Directors decide that the Company should, the seal must only be used with the approval of the Boardor of a committee of the Council. The Directors may decide who should sign any document the seal is attached to. Unless they make a specific decision, this will be a Director and the Company Secretary or two Directors. Regulation 35 shall be modified accordingly.

**SCHEDULE 1**

**The Objects of The Dunnerholme Golf Club Limited**

The Company’s Objects are to:-

1. Promote the amateur sport of golf in Askam in Furness and the Furness Peninsula and community participation in the same.
2. Recognise the R&A as the body responsible for the Rules of Golf and Amateur Status and shall abide by those Rules and any changes as laid down from time to time by R&A Rules Limited.
3. Comply with the Council of National Golf Union’s Unified Handicapping System (CONGU UHS) and any conditions imposed within the system by the EGU/EWGA.

1. Comply with such Rules of the EGU/EWGA as are relevant and of The Rules of its County Union as laid down from time to time.
2. Pay by the due date, all subscriptions due to the County Union and to the EGU/EWGA in respect of every Full Member.
3. Adopt the EGU/EWGA Equity and Equal Opportunities Policy.
4. Agree to the Terms and Conditions of the EGU Limited Anti-Doping Policy and Rules.
5. Establish, maintain and conduct a golf club for the accommodation of the members of the Company and their friends and generally to afford them all the usual privileges, advantages and accommodation of a golf club.
6. Promote and hold either alone or jointly with any other association, club or persons, golf meetings, competitions and matches and to offer, give or contribute towards prizes, medals and awards and to promote, give or support dinners, balls, concerts and other entertainments.
7. Purchase, take on lease or in exchange, hire or otherwise acquire or construct any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its Objects.
8. Sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its Objects.
9. Purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required which may be conveniently used in connection with the grounds, clubhouse or other premises of the Company by persons frequenting them, whether members of the Company or not.
10. Buy, prepare, make, sell and deal in all kinds of apparatus and equipment used in connection with golf and in all kind of liquors, provisions and refreshments required or used by members of the Company or other persons using the grounds, clubhouse or premises of the Company.
11. Engage and employ all classes of persons considered necessary for the purposes of the Company and to pay them and other persons in return for services rendered to the Company salaries, wages, charges and pensions.
12. Support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the Company or its employees, or may be connected with golf.
13. Borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may from time to time be determined.
14. Invest and deal with the monies of the Company not immediately required upon such investments, securities or property and in such manner as may from time to time be determined.
15. Do all such other lawful things as are incidental or conducive to the attainment of any of the above Objects.