

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 12390951

The Registrar of Companies for England and Wales, hereby certifies that

GOWERTON RUGBY FOOTBALL CLUB LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 7th January 2020



* N12390951H *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01

Application to register a company



A8VXPBIG

Received for filing on the: **04/01/2020**

Company Name in full: **GOWERTON RUGBY FOOTBALL CLUB LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **56 CECIL ROAD
GOWERTON
SWANSEA
SA4 3DE**

Sic Codes: **93120**

Principal activity description: **Activities of sport clubs**

I wish to adopt entirely bespoke model articles.

Proposed Officers

Company Director ***1***

Type: **Person**

Full Forename(s): **MR RICHARD GWYN**

Surname: **JENKINS**

Service Address: **56 CECIL ROAD
GOWERTON
SWANSEA
WALES SA4 3DE**

***Country/State Usually
Resident:*** **WALES**

Date of Birth: ****/02/1975** ***Nationality:*** **WELSH**

Occupation: **FACILITIES
MANAGER**

The subscribers confirm that the person named has consented to act as a director.

Company Director **2**

Type: **Person**

Full Forename(s): **MR STEPHEN**

Surname: **HOWELLS**

Service Address: **10 FFORDD ALLTWEN**
 GOWERTON
 SWANSEA
 WALES SA4 3HG

Country/State Usually **WALES**
Resident:

Date of Birth: ****/01/1972** *Nationality:* **WELSH**

Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director **3**

| | |
|---------------------------------|--|
| Type: | Person |
| Full Forename(s): | MR MARSHALL NIGEL |
| Surname: | THOMAS |
| Service Address: | 38 HEOL MORLAIS HENDY LLANELLI CARMARTHENSHIRE WALES SA4 0FF |
| Country/State Usually Resident: | WALES |

Date of Birth: ****/01/1952** *Nationality:* **WELSH**

Occupation: **HEALTH
AND SAFETY
MANAGER**

The subscribers confirm that the person named has consented to act as a director.

Company Director **4**

| | |
|---------------------------------|--|
| Type: | Person |
| Full Forename(s): | MR SIMON JAMES |
| Surname: | DAVIES |
| Service Address: | 18 CLOS CAE DAFYDD GOWERTON SWANSEA WALES SA4 3GZ |
| Country/State Usually Resident: | WALES |

Date of Birth: ****/01/1968** *Nationality:* **WELSH**
Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

| | |
|---------------------------------|---|
| Type: | Person |
| Full Forename(s): | MR JOHN EDWARD |
| Surname: | KNOX |
| Service Address: | 3 CLOS CEFN BRYN LLWYNHENDY LLANELLI CARMARTHENSHIRE WALES SA14 9GA |
| Country/State Usually Resident: | WALES |

Date of Birth: ****/04/1951** *Nationality:* **WELSH**

Occupation: RETIRED
MANAGING
DIRECTOR

The subscribers confirm that the person named has consented to act as a director.

Company Director **6**

Type: **Person**

Full Forename(s): **MR THOMAS BERIAN**

Surname: **DAVIES**

Service Address: **21 CLOS BEVAN
GOWERTON
SWANSEA
SA4 3GY**

*Country/State Usually
Resident:* **WALES**

Date of Birth: ****/10/1970** *Nationality:* **WELSH**

Occupation: **ELECTRICIAL**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **RICHARD GWYN JENKINS**

Address **56 CECIL ROAD
GOWERTON
SWANSEA
SA4 3DE**

Amount Guaranteed **1**

Name: **STEPHEN HOWELLS**

Address **10 FFORDD ALLTWEN
SWANSEA
SA4 3HG**

Amount Guaranteed **1**

Name: **MARSHALL NIGEL THOMAS**

Address **38 HEOL MORLAIS
HENDY
LLANELLI
SA4 0FF**

Amount Guaranteed **1**

Name: **SIMON JAMES DAVIES**

Address **18 CLOS CAE DAFYDD
GOWERTON
SWANSEA
SA4 3GZ**

Amount Guaranteed **1**

Name: **THOMAS BERIAN DAVIES**

Address **21 CLOS BEVAN
GOWERTON
SWANSEA
SA4 3GY**

1

JOHN EDWARD KNOX

**3 CLOS CEFN BRYN
LLWYNHENDY
LLANELLI
SA14 9GA**

1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **PETER LYNN AND PARTNERS**

Agent's Address: **LANGDON HOUSE UNIT 11 LANGDON ROAD
SWANSEA
WALES**

Authorisation

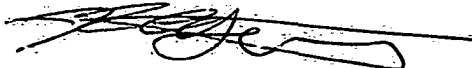
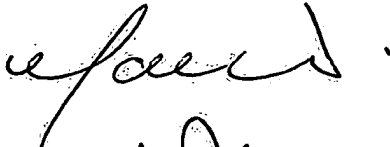


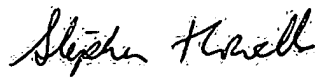

Authoriser Designation: **agent**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of association of **Gowerton Rugby Football Club (LIMITED)**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

| <i>Name of each subscriber</i> | <i>Authentication by each subscriber</i> |
|--------------------------------|--|
| Richard G Jenkins |  |
| Simon Davies |  |
| Nigel Thomas |  |
| Thomas Berian Davies |  |
| Stephen Howells |  |
| John Knox |  |

Dated 5th December 2019.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
GOWERTON RUGBY FOOTBALL CLUB LIMITED (the
"Company")
(Adopted by special resolution in December 2019)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006 as modified by statute or re-enacted from time to time;

Articles: means the Company's articles of association for the time being in force;

Bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board: the board of directors of the Club established from time to time in accordance with Article 10, the members of which are the directors of the Club for the purposes of the 2006 Act. Also referred to as the General Committee;

Board Member: Director of the Club;

Chairman: the person elected from time to time in accordance with these Articles as the chairman of the Club;

Chairman of the meeting: the meaning given in Article 15;

Clear days: a period of days exclusive of the day on which the notice is served and of the day for which it is given;

Club: the above-named Company;

Conflict: means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Constituent Body: means the Constituent Body of the WRU to which the Club is from time to time affiliated;

Director: means a director of the Company and includes any person occupying the position of director, by whatever name called and are subscribers to the Company;

Document: includes, unless otherwise specified, any document sent or supplied in electronic form;

EGM: means an Extraordinary General Meeting of the Club;

Elected Director means a director elected in accordance with Article 10;

Electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 17, any director whose vote is not to be counted in respect of the particular matter);

Game means the game of rugby;

General Committee: the members of the Club who are Board members acting in the interest of the Club and Club Members;

General Meeting: a general meeting of the Club;

Honorary Secretary: means the honorary secretary of the Club appointed from time to time in accordance with these Articles and who shall also be the company secretary for the purposes of the 2006 Act;

Honorary Treasurer: means the honorary treasurer of the Club appointed from time to time in accordance with these Articles.

Interested Director: has the meaning given in Article 16.1;

Members: means the Club Members admitted in accordance with these Articles.

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles;

Ordinary resolution: has the meaning given in section 282 of the Act;

Participate: in relation to a director's meeting, has the meaning given in Article 12;

President: the person from time to time elected in accordance with these Articles as the president of the Club, it being an honorary position with no right to vote;

Rules: means the rules and regulations of the Club made and amended from time to time by the Board or by the Club in a General Meeting and recorded in the minutes of the meeting;

Special resolution: has the meaning given in section 283 of the Act;

Subscriber: the directors of the Company from time to time;

Subsidiary: has the meaning given in section 1159 of the Act;

Trustee: means a person elected to position of Trustee in accordance with Article 30;

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;

WRU: means the Welsh Rugby Union.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 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 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.7 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 For the purposes of Section 20 of the 2006 Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

2 OBJECT

The main purposes of the Club are to provide facilities for and to promote participation in the amateur sport of rugby union in the Gowerton area.

3 MEMBERSHIP

- 3.1 Membership of the Club shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.
- 3.2 The Club may have different classes of membership and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.
- 3.3 The General Committee may refuse membership or remove it at its discretion where it finds good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made by the Members.
- 3.4 Members shall consist of :-
President (honorary, no voting rights);
Vice President(s);
Ordinary Members e.g. playing, social, male or female Members;
Honorary Members.
Life Members.
Junior Members.
- 3.5 Life membership is to be awarded at the discretion of the General Committee for outstanding services.
- 3.6 Junior Members are those persons under the age of 18 years, and shall not be allowed to purchase any alcohol.
- 3.7 Membership is to be commenced and terminated in accordance with Article 24.

4 PROPERTY AND FUNDS

- 4.1 The property and funds of the Club cannot be used for the direct or indirect private benefit of Members other than as reasonably allowed by the Rules and all surplus income or profits are reinvested in the club.
- 4.2 The Club may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, away-match expenses, post match refreshments and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.
- 4.3 The Club may also in pursuance of the objects set out in Article 2:

- 4.3.1 sell and supply food, drink and related sports clothing and equipment;
 - 4.3.2 employ Members (though not for playing) and remunerate them for providing goods and services, on fair terms set by the General Committee without the person concerned being present;
 - 4.3.3 pay for reasonable hospitality for visiting teams and guests;
 - 4.3.4 indemnify the General Committee and Members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets);
 - 4.3.5 have due regard to the law on disability discrimination and child protection;
 - 4.3.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
 - 4.3.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
 - 4.3.8 enter into contracts to provide services to or on behalf of other bodies;
 - 4.3.9 provide and assist in the provision of money, materials or other help;
 - 4.3.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
 - 4.3.11 incorporate subsidiary companies to carry on any trade; and
 - 4.3.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in Article 2.
- 4.4 If at any time the Club in General Meeting shall pass a resolution authorising the General Committee to borrow money, the General Committee shall thereupon be empowered to borrow for the purposes of the Club such amount of money either at the time or from time to time and at such rate of interest and in such form and manner and upon such security as shall be specified in such resolution, and thereupon the Trustees shall at the discretion of the General Committee make all such dispositions of the Club property or any part thereof and enter into such agreement in relation thereto as the General Committee may deem proper for giving security for such loans and interest. All Members of the Club whether voting on such resolution or not and all persons becoming Members of the Club after the passing of such resolutions, shall be deemed to have assented to the same as if they had voted in favour of such resolution.

5 FINANCE AND ACCOUNTS

- 5.1 All monies received on behalf of the Club shall forthwith be deposited without delay and all cheques and warrants received on behalf of the Club shall be forthwith endorsed by a Member of the Club therein and deposited without delay to an account in the name of the Club at such bank as the General Committee may select, notwithstanding that such bank may also be a Trustee for the Club.
- 5.2 No monies shall be withdrawn from any account in the name of the Club at any bank except upon the signatures of two Members of the Club therein too authorised by the General Committee.
- 5.3 Any monies standing to the credit of the Club in excess of the amount required for working expenses may be temporarily invested by, and in the names of the Trustees, in such one or more of the modes of investment hereinafter authorised as the General Committee shall direct and any such investments made from time to time be varied by the like directions in to or for any other investment of the like authorised nature. The modes of investment authorised are:-
 - 5.3.1 Any investments authorised by law for the investment of Trust Funds.
 - 5.3.2 Any of the securities of or guaranteed by the Government of the United Kingdom.
 - 5.3.3 In any freehold securities in Great Britain.
- 5.4 The General Committee may, in their absolute discretion, deposit all or any monies belonging to the Club with any bank, including the Post Office Savings Bank, or any Trustee Savings Bank, in the name of the Club. The Trustees shall pay the net income of all investments in their names to the banking account of the Club as nominated by the General Committee. All proper costs, charges and expenses of, and incidental to the management of the Club, shall be defrayed out of and be the first charge on the monies and other assets of the Club.
- 5.5 The General Committee shall cause proper books of accounts to be kept of all sums of monies received and paid out by the Club in which shall be recorded the matters in respect of which all such expenditure takes place. As soon as possible after the close of the Clubs financial year, the General Committee shall cause to be prepared an income and expenditure account and balance sheet for circulation. The Financial Year of the Club shall end on the 31st Day of December in each year.
- 5.6 The accounts shall as soon as is practicable after the end of the financial year be audited by a professional accountant, who shall be appointed at each Annual General Meeting and who shall not be a Member of the Club.

6 GUARANTEE

The liability of each Subscriber is limited to £1, being the amount that each Subscriber undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Subscriber or within one year after he ceases to be a Subscriber, for

- 6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Subscriber,
- 6.1.2 payment of the costs, charges and expenses of the winding up, and
- 6.1.3 adjustment of the rights of the contributories among themselves.

7 PRIORITY

- 7.1 Where there is any conflict between any of the Articles and any other rule or rules the Article(s) will take priority. Interpretation of all the Articles and Rules must be consistent with the statutory requirements for CASCs (which means Community Amateur Sports Clubs as first provided for by the Finance Act 2002.)

DIRECTORS

8 UNANIMOUS AND MAJORITY DECISIONS

- 8.1 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.
- 8.2 If the Directors cannot reach a decision unanimously, then a decision is taken in accordance with this Article when a simple majority of Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 8.3 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 8.4 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.

9 DIRECTORS OF THE CLUB

- 10.1 Unless otherwise determined by Ordinary Resolution, the number of Directors shall be not less than five (5) and shall be subject to a maximum of twelve (12).
- 10.2 The members of the Board shall be
 - 10.2.1 the President (honorary, no voting rights);
 - 10.2.2 the Chairman;

- 10.2.3 the Honorary Secretary;
 - 10.2.4 the Honorary Treasurer;
 - 10.2.5 up to eight (8) (or such lower number as the Board shall from time to time decide) Elected Directors; and
 - 10.2.6 such other persons (if any) as the Board may from time to time in its sole discretion co-opt to the Board until the next annual General Meeting, provided that the total number of Directors at any one time shall not exceed the maximum number (if any) fixed by these Articles. Co-opted Directors shall be entitled to vote at the meetings of the Board.
- 10.3 Each member of the Board must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare (in the required form) that he is a fit and proper person prior to being elected.
- 10.4 Any person accepting nomination to the Board who has any financial interest or other conflict of interest in such appointment must, before accepting the nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Board membership. The Board has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.
- 9.5 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.
- 9.6 Except as provided in Article 9.2, an Elected Director so elected shall hold office from the annual General Meeting at which he is elected, until the annual General Meeting in the third year following his election at which meeting he shall retire but may be re-elected.

10 CALLING A MEETING OF THE BOARD

- 10.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least three such meetings shall be held in each year.
- 10.2 The Board shall report on their activities to the Members at the annual General Meeting.
- 10.3 Any Director may call a meeting of the Board by giving seven (7) Clear Days' notice of the meeting to the Directors or by directing the Honorary Secretary to give such notice.
- 10.4 Notice of any meeting of the Board must indicate:

- 10.4.1 its proposed date and time;
 - 10.4.2 where it is to take place; and
 - 10.4.3 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.
- 10.5 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 by email if he has provided a valid email address.

11 PARTICIPATION IN MEETINGS OF THE BOARD

- 11.1 Subject to these Articles, Directors participate in a meeting of the Board, or part of a meeting of the Board, when:
- 11.1.1 the meeting has been called and takes place in accordance with these 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 meeting of the Board, it is irrelevant where any Director is or how they communicate with each other.
- 11.3 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 located.

12 DIRECTORS' POWER TO DELEGATE

- 12.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:
- 12.1.1 to such person or committee;
 - 12.1.2 by such means (including by power of attorney);
 - 12.1.3 to such an extent;
 - 12.1.4 in relation to such matters or territories; and
 - 12.1.5 on such terms and conditions,
as it thinks fit.
- 12.2 All acts and proceedings delegated under Article 13.1 shall be reported to the Board in due course.

12.3 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

12.4 The Board may revoke any delegation in whole or part, or alter its terms.

13 QUORUM FOR DIRECTORS' MEETINGS

13.1 Subject to Article 13.2, the quorum for the transaction of business at a meeting of Directors is any two (2) Eligible Directors.

13.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 16 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one (1) Eligible Director.

13.3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

13.3.1 to appoint further Directors; or

13.3.2 to call a general meeting so as to enable the Members to appoint further Directors.

14 CHAIRING OF MEETINGS OF THE BOARD

14.1 The Chairman shall be chairman of the Board. The Chairman shall preside as chairman at all meetings of the Board at which he shall be present.

14.2 If at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the meeting or he is not willing to preside, the members of the Board present shall choose one of their number to be chairman of the meeting. The person so appointed for the time being is to be treated as the chairman for the purposes of these Articles.

15 CASTING VOTE

15.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Eligible Director chairing the meeting has a casting vote.

16 DIRECTORS' CONFLICTS OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

16.2 Any authorisation under this Article 16 shall be effective only if:

- 16.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 16.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 16.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 16.3 Any authorisation of a Conflict under this Article 16 may (whether at the time of giving the authorisation or subsequently):
- 16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 16.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - 16.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - 16.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 16.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 16.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 16.4 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 16.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 16.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a

relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

16.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

16.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

16.7.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

16.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

16.7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

16.7.5 may be a Director or other Officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

16.7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

17 RECORDS OF DECISIONS TO BE KEPT

17.1 The Board must ensure that the Club keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Board and by the Club at General Meetings.

17.2 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.

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

18 DIRECTORS' DISCRETION TO AMEND OR MAKE FURTHER RULES

- 18.1 Only the General Committee in a General Meeting may from time to time make, vary and revoke Rules.
- 18.2 Subject to those Rules to be made, varied or revoked by the General Committee in General Meeting in accordance with Article 18.1, the Board shall have the power to make, vary and revoke the Rules including, but not limited to, Rules:
- 18.3 setting out different categories of membership or affiliates of the Club;
- 18.4 setting the criteria for admission to membership of the Club for the different categories of Members;
- 18.5 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;
- 18.6 setting or adopting such other regulations or policies, including for example child protection and equity policies, as the Board thinks fit; and
- 18.7 in relation to licensable activities of the Club

provided that nothing in those Rules shall prejudice the Club's status as a Community Amateur Sports Club under Part 13 Chapter 9 Corporation Tax Act 2010 and provided that the said Rules shall be consistent with these Articles and the 2006 Act.

19 CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- 19.1.1 a decision of the Directors; or
 - 19.1.2 a special resolution of the Members,
- or otherwise in accordance with the Act.

20 TERMINATION OF DIRECTOR'S APPOINTMENT

- 20.1 Without prejudice to the provisions of Section 168 of the 2006 Act, a person shall cease to be a Director of the Club as soon as:
 - 20.1.1 that person ceases to be a Director by virtue of any provision of the 2006 Act or is prohibited from being a Director by law;
 - 20.1.2 a Bankruptcy order is made against that person;
 - 20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

- 20.1.4 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;
 - 20.1.5 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;
 - 20.1.6 that person is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the WRU;
 - 20.1.7 that person is requested to resign by not less than two-thirds of the other members of the Board acting together;
 - 20.1.8 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.
- 20.2 A President, Chairman, Honorary Treasurer, Honorary Secretary who is removed from office as a Director of the Board for whatever reason shall be deemed to have resigned from office and the vacancy shall be filled in accordance with these Articles.

21 DIRECTORS' REMUNERATION

- 21.1 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.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

22 MEMBERSHIP

- 22.1 Every candidate for membership shall be proposed and seconded by Members of the club. His or Her full name, address and occupation and the name of the proposer and seconder shall be communicated in writing to the secretary, who shall cause these particulars to be exhibited prominently on the notice board in the Club House for a period of at least seven (7) days before his or her election as a Member. Until the Candidate is elected as a Member, he or she shall not be entitled to any privileges of the Club.
- 22.2 Any annual subscription or sectional levy shall be determined from time to time by the General Committee and shall be required to be paid on a date as decided on by the General Committee.

- 22.3 If any Member shall fail to pay the annual subscription or sectional levy on or before the due date, notice shall be given to them calling their attention thereto. Failure to pay within 28 days of the notice being given will cause the defaulter to cease to be a Member of the club.
- 22.4 On the recommendation of the General Committee an ordinary Member may be elected a Life Member at any General Meeting of the Club and shall thereafter be entitled to all the privileges of Membership without paying the annual subscription or sectional levy or any special payment for Life Membership. A two thirds majority of those present shall be necessary at such election. There shall not be more than six (6) Life Members of the Club at any one time.
- 22.5 A Member at any time by giving notice in writing to the Secretary may resign his or her membership of the club but shall continue to be liable for any annual subscription or sectional levy due and unpaid at the date of his or her resignation.
- 22.6 The General Committee may expel any Member whose conduct, in their opinion, may be injurious and detrimental to the club or the interests of the Members. Before expulsion by the General Committee a Member shall be given full opportunity to defend his or her self before a decision is taken. A Member expelled shall forfeit all privileges of membership and all rights against the club.
- 22.7 Any Member of a recognised Bowls, Cricket or Rugby football club playing at the Gowerton Athletic Club ground, may be admitted as a visitor, to the privileges of the club on the day of the match of any particular section.
- 22.8 A Member may introduce guests to the privileges of the club, but guests must be accompanied by their introducer. The guests name and address and the name of his or her introducer shall be entered into a visitor's book. Guests shall not order or pay for any drinks or refreshments.

23 GENERAL MEETINGS

- 23.1 The Annual General Meeting of the Club shall be held in the month of March in each year upon a date and at a time to be fixed by the General Committee for the following purposes:-
- 23.1.1 To receive from the General Committee a report, balance sheet and statement of accounts for the preceding financial year, and an estimate of the receipts and expenditure for the current financial year.
- 23.1.2 To fill the vacancies in the General Committee and appoint an Auditor for the ensuing year.
- 23.1.3 To decide on any resolution which may be duly submitted to the meeting as hereinafter provided.

- 23.2 Any Member desirous of moving any resolution at the Annual General Meeting shall give notice thereof in writing to the Secretary not less than three (3) weeks before the date of such Meeting.
- 23.3 The General Committee may at any time for any special purpose call the Special General Meeting and shall do so forthwith upon the requisition in writing of any twenty (20) Members stating the purpose for which the Meeting is required.
- 23.4 At least twelve (12) Clear Days at least before the Annual General Meeting or any Special General Meeting, a notice of such Meeting and of the business to be transacted thereat shall be posted in the Club House and no business other than that of which notice has been so given shall be brought forward at such Meeting. The report, Balance Sheet, Statement of Accounts and estimates shall be placed in the Club House at least twelve (12) Clear Days before the Annual General Meeting.
- 23.5 At all General Meetings of the Club the President and in his absence a Member selected by the General Committee shall take the chair. Every ordinary or life Member present shall be entitled to one vote upon every motion, and in the case of equality of votes the Chairman shall have a second or casting vote. The General Committee shall be empowered if they think fit, to make regulations for enabling Members unable to be present to vote by proxy or by writing.
- 23.6 The Quorum of Members required at all General Meetings shall be as follows:-
- For motions proposing any repeal, addition to, or amendment of the rules: forty (40) Members or over 50% of Members listed on the Club records, whichever is the lesser;
- For repeal of any regulations: twenty (20) Members or over 25% of Members listed on the Club records, whichever is the lesser;
- For motions relating to the expulsion of any Members: twenty (20) Members or over 25% of Members listed on the Club records, whichever is the lesser;
- For all other business: five (5) Members.

24 MEANS OF COMMUNICATION TO BE USED

- 24.1 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 2006 Act provides for such documents or information to be sent or supplied by or to the Club.
- 24.2 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.
- 24.3 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.

25 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 25.1 Except as provided by law (such as in relation to the requirements of the Licensing Act 2003) 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.

26 INDEMNITY AND INSURANCE

- 26.1 Subject to Article 26.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

26.1.1 each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:

26.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them

26.1.1.2 including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

26.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 26.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

- 26.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 26.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

- 26.4 In this Article:

26.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

26.4.2 a **Relevant Loss** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer'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

- 26.4.3 a **Relevant Officer** means any Director or other Officer or former Director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

27 TRUSTEES

- 27.1 There shall not be more than four (4) Trustees of the Club.
- 27.2 The trustees shall be appointed by the General Committee and the property of the Club (other than cash which shall be under the control of the Treasurer) shall be vested in them to be dealt with by them as the General Committee from time to time shall direct, "by resolution" of which an entry in the minutes of the meeting shall be conclusive evidence.
- 27.3 The Trustees shall be indemnified against risk and expense out of the Club property.
- 27.4 The Trustees shall hold office until death or resignation or until removed from office by a resolution of the General Committee who may for any reason which may seem sufficient to a majority of them present and voting at any meeting remove any Trustee or Trustees from the Office of Trustee.
- 27.5 Whereby reason of any such death, resignation or removal, it shall appear necessary to the General Committee that a new Trustee or Trustees shall be appointed, or if the General Committee shall deem it expedient to appoint an additional Trustee additional Trustees, the General Committee shall by resolution nominate the person or persons to be appointed the new Trustee or Trustees.
- 27.5.1 For the purpose of giving effect to such nomination the President is hereby nominated as a person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustees Act 1925 and he shall by deed duly appoint the person or persons so nominated by the General Committee as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment.
- 27.5.2 Any statement of fact in any such deed of appointment shall in favour of a person dealing bona fide and for value with the Club or General Committee be conclusive evidence of the facts so stated.

28 REGULATIONS

The General Committee from time to time may make, repeal, and amend all such Regulations (not inconsistent with these Rules) as they shall think expedient for the Management and well being of the Club and may thereby impose reasonable fines not exceeding £2.00 for any breach of such regulations. Any Member who has incurred a fine shall be notified thereof by the Secretary and requested to pay forthwith, and in default of his or hers paying the same within one month from the date of such notice, he or she shall cease to be a Member. All

regulations made by the General Committee under this rule shall be binding upon the Members until repealed by the General Committee, or set aside by a resolution of the General Meeting of the Club.

29 AMENDMENTS

No amendment other than a motion for adjournment shall be moved to any resolution proposed at any Annual or Special General Meeting unless written notice thereof shall have been sent to the Secretary not less than ten (10) days previous to the Meeting. Whenever any such notice shall be given the same shall be forthwith posted in the Club House

30 BYE LAWS

The General Committee may from time to time make alter and repeal Byelaws. Such Byelaws shall, provided they are not inconsistent with the Rules of the Club, be binding on all Members of the Club and be construed as part of the Rules of the Club until they are rescinded or varied by the Club in General Meeting.

31 DISSOLUTION OR WINDING UP

31.1 The Members may vote to dissolve or wind up the Club if not less than three quarters of those present and voting support that proposal at a properly convened General Meeting.

31.1.1 The General Committee will then be responsible for the orderly dissolution or winding up of the Club's affairs

31.1.2 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, then the distribution of these remaining assets will be decided in an EGM.