

ASSOCIATION NAME

1. The name of the Company (hereinafter called "the Association") is British Disabled Water Ski Association (BDWSA).

REGISTERED OFFICE

2. The Registered Office of the Association will be situated in England.

OBJECTS

3. The objects for which the Association is established are to provide the relief of the disabled by the provision and assistance in the provision, in the interests of social welfare, of opportunities and facilities for physical recreation, water-skiing and sport for people having a physical, sensory or mental disability and in the furtherance of this object but not otherwise:

(a) To encourage disabled people to take part in physical recreation water skiing and sport for pleasure, for physical, emotional, psychological and social benefit and/or as an aid to rehabilitation, education, recreation and/or leisure

(b) To promote through participation in physical recreation, water skiing and sport opportunities for integration of disabled and non-disabled people

(c) To promote, whenever and wherever it is deemed appropriate, the development of physical recreation water skiing and sports clubs or organisations of and for disabled people and to establish and/or act as trustee of any charity the objects of which are in accord with any of the Association's objects

(d) To seek to ensure the provision and improvements of facilities for physical recreation water skiing and sport for disabled people by Local Government and Regional and National Sports Councils and other bodies or individuals and co-operate with these bodies on any matters concerned, whether directly or indirectly with sport and physical recreation for people with a disability

(e) To promote, co-ordinate and/or otherwise ensure the provision and improvement of opportunities for coaching and training in water skiing and sport by, of and for people with a disability. To provide suitable facilities, competitive events (both in this country and abroad), and the development of appropriate aids (with particular emphasis on safety aspects)

(f) To encourage where appropriate, the enforcement of all statutory enactments, regulations and instruments of guidance concerned with or relating to people with a disability

(g) To provide a forum for the free discussion of all matters concerning physical recreation water skiing and sport for people with a disability, to identify needs relating to such activities and to formulate plans to meet those needs by whatever means are considered appropriate including courses, lectures, literature and other methods of communication

(h) To do all such things as shall be necessary to fulfil these objects.

POWERS

4. The Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:

(a) To acquire the assets and undertaking of the unincorporated association called the British Disabled Water Ski Association and with a view thereto to enter into any agreement or agreements for that purpose

(b) To purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections

(c) To sell, let or mortgage, settle, dispose of or turn to account all or any of the property or assets of the Association

(d) To borrow or raise money for the objects of the Association on such terms and on such security as may be thought fit

(e) To take and accept any gift of money, property or other assets whether subject to any special trust or not for any one or more of the objects of the Association.

(f) To issue appeals and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise, provided that the Association shall not undertake any permanent trading activities in raising funds for the said objects

(g) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to grant bank accounts

(h) To invest monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(i) To make any donations in cash or assets or establish or support or aid in the establishment or support of a guarantee, constitute or lend money (with or without security) to or for any charitable associations or institutions in any way connected with the purposes of the Association or calculated to further its objects

(j) To settle and/or administer charitable trusts

(k) To engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of or advise the Association. No member of the Management Committee shall be employed by the Association save that the Secretary and the Treasurer may be paid an honorarium

(l) Subject to the provision of Clause 4 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of staff employees or former employees of the Association and their husbands, wives and other dependants

(m) To amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Association.

(n) To pay out of funds of the Association the costs, charges and expenses of and incidental to the formulation and registration of the Association.

(o) To initiate, support and co-operate with others in proposals and activities calculated to assist in the promotion of the Association's objects

(p) To collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method and to accept and receive gifts of property of any description for or towards all or any of the objects of the Association.

(q) To do all such lawful things as will further or are conducive and/or incidental to the attainment of the objects of the Association or any of them.

INCOME

5. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Association, provided that nothing therein shall prevent any payment in good faith by the Association:-

(a) Any Member of the Management Committee for the time being thereof being a solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by his co-member/s to act in that capacity on behalf of the charity thereby created; and also of reasonable out-of-pocket expenses incurred in carrying out the duties of any members, officers or servants of the Association.

(b) of interest on money lent by any member of the Association at a rate per annum not exceeding 2% less than the base rate for the time being of the Association's bankers for the time being or 3%, whichever is the greater

(c) of reasonable and proper rent for premises demised or let by any member of the Association

LIABILITY

6. The liability of the members is limited to the extent that every member of the Association who is entitled to vote at General Meetings of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while such member is a member, or within one year after such member ceases to be a member, for payment of the debts and liabilities of the Association contracted before such member ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the contributions among themselves, such amount as may be required not exceeding £1.00 (one pound).

DISSOLUTION

7. The dissolution of the Association may only be effected by Special Resolution. If upon winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given to some other organisation or organisations having objects similar to the objects of the Association and which further and develop physical recreation and sport for disabled people and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Association under or by virtue of Clause 5 hereof, such organisation or organisations to be determined by members of the Association at or before the time of dissolution and insofar as effect cannot be given to such provisions then to some charitable object as may be approved by the Charity Commissioners for England and Wales.

THE COMPANIES ACT 1985 – 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION OF BRITISH DISABLED WATER SKI ASSOCIATION (BDWSA).

1.0. GENERAL

1.1. In these Articles the words standing in the first column of the table hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context: Words
Meaning

The Act: The Companies Act 1985.

The Memorandum: The Memorandum of Association of the Association.

These Articles: These Articles of Association

The Association: BDWSA.

The Office: The registered office of the Association

The Statutes: The Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

British: Pertaining to the United Kingdom of Great Britain and Northern Ireland.

Sports: Activities in which participation is typically motivated by a quest for recreation, rehabilitation, personal challenge and for inter-personal competition, the outcome of which is primarily determined by physical skill.

Federation: British Water Ski Federation.

Disabled: Pertaining only to persons having one or more mental, physical and/or sensory disabilities

Register: The Register of members.

Management Committee: The Committee for the time being of the Association who, for the purpose of the Act, shall be the Board of Directors.

Full members: Disabled individuals who have paid their annual subscription.

Associate members: Non-disabled individuals who have paid their annual subscription

Social members: Individuals who have paid an annual subscription but have no voting rights

Month: Calendar month

In Writing: Written, printed or lithographed or partly one and partly another, and other modes of representing or reproducing words in a visible form

1.2. Words imparting the singular number only shall include plural number and vice versa; words imparting the masculine gender only shall include the feminine gender; and words imparting persons shall include individuals, clubs, associations and other organisations whether incorporated or unincorporated.

1.3. Subject as foresaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which those presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

1.4. Throughout these Articles the word "Member" (with an upper case 'M') shall refer to a Management Committee Member of the Association and the word "member" (with a lower case 'm') shall refer to an individual member of the Association or a representative of a Club, School, Adult Training Centre or similar body.

2.0. OBJECTS

2.1. The Association is established for the purposes expressed in the Memorandum of Association.

3.0. MEMBERSHIP

3.1. For the purpose of registration, the number of members of the Association is declared to be unlimited.

3.2. The membership of the Association shall consist of:-

(a) Full members: Any individual with a disability is eligible to apply for full membership of the Association and (on approval of the application) shall pay such subscriptions and enjoy such rights and privileges as the Management Committee shall from time to time determine. A Full member shall be entitled to attend, speak and vote at General Meetings of the Association. Before taking part in sporting activities, Full members may be asked by the Safety Officer or Course Director for the relevant Region of the Association to produce a medical certificate as evidence of fitness to participate. The decision of the Safety Officer or Course Director as to the need for a medical certificate and as to the fitness of that Full member shall be final.

(b) Associate members: Any individual ineligible for Full membership yet who has an interest in water skiing, sport and/or physical recreation for disabled people is eligible to apply for Associate membership of the Association and (on approval of the application) shall pay such subscriptions and enjoy such rights and privileges as the Management Committee shall from time to time determine. An Associate member shall be entitled to attend, speak and vote at General Meetings of the Association. The number of Associate members shall not exceed at any time the number of Full members.

(c) Social members: Any individual ineligible for Full membership yet who has an interest in water skiing, sport and/or physical recreation for disabled people is eligible to apply for Social membership of the Association and (on approval of

the application) shall pay such subscriptions and enjoy such rights and privileges as the Management Committee shall from time to time determine. Social members are not entitled to speak or vote at General Meetings.

(d) Clubs: Those clubs providing physical recreation and sport opportunities for disabled people are eligible to apply for membership of the Association and (on approval of their application) shall pay such subscriptions as the Management Committee shall determine. Their nominated representative shall be entitled to attend, speak and submit a single vote per resolution at General Meetings of the Association.

(e) Schools/Colleges and Adult Training Centres and similar Bodies: Those Schools, Colleges or Adult Training Centres recognised by the Management Committee as promoting, providing and co-ordinating participation by disabled people in sport and/or physical recreation are eligible to apply for membership of the Association and (on approval of their application) shall pay such subscriptions as the Management Committee shall determine. Their nominated representative shall be entitled to attend, speak and submit a single vote per resolution at general meetings of the Association.

3.3. Where there is any doubt as to whether a person is eligible to become a full, associate, social or other member, the decision of the Management Committee shall be final.

3.4. The first Members shall comprise every Management Committee Member which at date of incorporation was a Management Committee Member of the unincorporated Association known as the British Disabled Water Ski Association and which shall have consented to become such Members.

3.5.

(a) Every candidate for membership must be proposed and seconded by a current full or associate member of the Association.

(b) The candidate's full name and address and the names of the proposer and seconder must be communicated in writing to the Secretary who must prominently exhibit these particulars in the Association's premises in a part frequented by the members for a period of not less than two days.

(c) After such period each application for membership shall be considered by the Management Committee whose decision shall be final and not subject to appeal.

3.6. Application for membership shall be made in writing in such form as the Management Committee may from time to time determine and shall be accompanied by such other documents and information as may be required. For groups (clubs etc.) this shall include a copy of the applicant's Constitution/Memorandum and Articles. The Management Committee may refuse any application for membership without giving reasons for such refusal.

3.7. The provisions of section 352 of the Act or any statutory modification or re-enactment thereof shall be observed by the Association and every member of the Association and every member of the Association (not having subscribed to the Memorandum and Articles of the Association) shall comply with such membership application procedures and formalities, if any, as the Association in General Meeting may from time to time determine and as provided by these Articles.

3.8. Groups (clubs etc.), on agreeing to become a member of the Association, shall be permitted to determine or retain their own Constitution/Memorandum and Articles provided that it shall not conflict in any respect with this Memorandum or these Articles.

3.9. Each member, on agreeing to become a member of the Association, shall be deemed to have agreed to be bound by the Memorandum and these Articles, whether or not a written statement shall have been signed to that effect. On acceptance as a member by the Management Committee a member shall be entitled to receive a copy of this Memorandum and Articles.

3.10. Any refusal or neglect by any member to comply with the Memorandum of Association or these Articles or any failure to abide by the terms of any agreement relating to members or the provision of facilities entered into by the Association or the commission of any act or other conduct considered by the Management Committee in its discretion to be disgraceful or prejudicial to the interests of the Association shall render the member concerned liable to suspension. This may lead to expulsion from the Association on the passing of a resolution to that effect by the Management Committee.

3.11. A Register of members shall be maintained by the Secretary of all Full, Associate, Social and other members, together with details relating to the President, Vice-President(s) and any Patrons. Every member shall advise the Secretary of the name and address to whom all communications are to be sent. Groups (clubs etc.) are to provide the name and address of their Secretary or representative to whom all communications are to be sent and shall keep the Secretary advised of any changes in the name and/or address of such representative.

4.0. SUBSCRIPTIONS

4.1. Each member shall pay an annual subscription towards the expenses of the Association, the scale and rate to be agreed by the Association at each Annual General Meeting and published on or before 31st March each year. In appropriate cases of hardship, the subscription may be remitted in whole or in part by the Management Committee.

4.2. The Association shall be affiliated to the Federation and shall pay the appropriate Affiliation Fee to the Federation, so as to entitle the Association to the full benefits of affiliation to the Federation.

4.3. A member whose subscription is more than three months overdue, shall normally be liable to removal from membership provided that it shall be at the discretion of the Association to restore the member's name and membership rights on payment of the arrears due.

4.4. A member may resign as a member on giving written notice of intention so to do to the Association before the Annual General Meeting and the Association may accept such resignation on payment of all subscriptions and fees, if any, then owing to the Association.

5.0. EXECUTIVE OFFICERS AND PATRONS

5.1. Upon the recommendation of the Management Committee, the members in general meeting shall have power to invite people to become Honorary members, Patrons and Vice-Patrons for an agreed period and shall have power to appoint a President and one or more Vice-Presidents, for a period not exceeding three years and being eligible for re-appointment.

5.2. All such persons shall be entitled to attend and speak but not vote at Annual General Meeting and shall not be required to pay any subscriptions. All such members may attend and speak at meetings of the Management Committee if so invited by or on behalf of the Management Committee.

5.3. The Executive Officers of the Association shall be a Chairman, Vice-Chairman, Treasurer and Secretary. The Chairman shall be elected by the members at an Annual General Meeting and shall hold office to the end of the Annual General Meeting at which his successor is appointed.

5.4. In the event of a casual vacancy in respect of any Executive Officer, the Management Committee may appoint another eligible person to act for an appropriate period but not beyond the next Annual General Meeting.

6.0. GENERAL MEETINGS

6.1. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Management Committee and shall specify the meeting as such in the notice calling it provided that every Annual General Meeting, except the first, shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and so long as the Association holds its first Annual General Meeting not more than eighteen months after its incorporation or in the following calendar year.

6.2. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

6.3. The Management Committee may, whenever it thinks fit, convene an Extraordinary General Meeting, although an Extraordinary General Meeting shall also be convened on such requisition as is provided by Section 368 of the Act or within 42 days of the receipt of a requisition signed by 30 members. Such requisition shall state the object of the meeting and any resolution or motion to be proposed thereat and shall be signed by each member requisitioning the meeting.

6.4. Fourteen days notice in writing, at the least, of every Annual General Meeting and of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of the meeting, and in the case of Special Resolutions the general nature of the resolution, together with a copy of the Agenda and, at an Annual General Meeting, of the Annual Report and a Statement of Accounts, shall be given in a manner hereinafter mentioned to such persons (including the Reporting Accountants) as are under the Articles of the Association or under the Statute entitled to receive such notices from the Association.

6.5. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding held at any meeting.

7.0. PROCEDURES AT GENERAL MEETINGS

7.1. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special with the exception of consideration of the income and expenditure account and balance sheet, the presentation for approval of the Management Committee's formulation of policy and the reports of the Management Committee and of the Reporting Accountants, the receipt of the result of the election of the Chairman and Management Committee and the appointment and the fixing of the remuneration of the Reporting Accountants.

7.2. Notice of any Motion to be submitted to the Meeting under "Any Other Business" shall be given in writing to the Secretary at least seven days prior to the date of the Annual General Meeting.

7.3. At all General Meetings only the business notified in the agenda accompanying the notice shall be transacted. Amendments must be kept within the terms of the motion and the admissibility of any amendment which might be considered to substantially alter the intention of the motion shall be decided on a show of hands.

7.4. No business shall be transacted at a General Meeting unless a quorum is present when the Meeting proceeds to business. Ten members present at a general meeting shall be a quorum.

7.5. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the Meeting, if convened on the requisition of voting members shall be dissolved. In any other case it shall stand adjourned until a time and place to be fixed by the Chairman of the Meeting and duly notified to the members. If at such an adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting, the members present and entitled to vote shall be a quorum.

7.6. The Management Committee may invite any person to attend a general meeting as an observer provided that such invitation shall confer no right to speak or vote at such general meeting.

7.7. The Chairman or in his absence a Vice-Chairman of the Association shall preside as Chairman at every General Meeting. If there is no such person present within fifteen minutes after the time appointed for holding the Meeting or if all such persons present shall be unwilling to preside, then the members present shall elect some member who shall be present to preside.

7.8. The Chairman of the Meeting may, with the consent of any such Meeting at which a quorum is present (and shall if so directed by the Meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at the meeting from which the adjournment took place.

8.0. VOTING AT GENERAL MEETINGS

8.1. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of a show of hands a poll is demanded. Unless a poll is taken, the declaration of the result of a show of hands by the Chairman of the meeting shall be final. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second and/or casting vote.

8.2. A poll should be taken forthwith unless the Chairman of the meeting shall decide that the matter should be dealt with by postal ballot. Any other business on the agenda may be proceeded with whilst awaiting the result of a poll, provided that the business does not bear any relation to the subject of the poll. The procedure for taking a poll shall be decided by the Chairman of the Meeting at which the poll is demanded.

8.3. Save as herein expressly provided, no member shall be entitled to vote in a poll or to attend, speak or vote either in person or by or as a proxy at a general meeting unless all money due to the Association by the member at the time has been paid at least fourteen days prior to the meeting. Other interested persons may be invited to attend the meeting by the Management Committee, but shall have no right to speak or vote unless invited to do so by the Chairman.

8.4. Only Full members of the Association are entitled to vote on a Special Resolution. It shall be deemed to have been passed if at least three quarters of Full members voting vote in favour.

8.5. The Management Committee may formulate rules to enable voting by post or proxy at general meetings.

9.0. STANDING COMMITTEES AND/OR SUB-COMMITTEES

9.1. The appointment and establishment of Standing Committees and/or Sub-Committees of the Management Committee including Regional and Tournament Committees is a prerogative of the Management Committee, provided always that such actions remain consistent with the Memorandum and these Articles. The Management Committee will determine the rules, responsibilities and powers of Standing and/or Sub-Committees.

9.2. All acts bona fide done by any Meeting of the Management Committee or any of its Standing Committees and/or Sub-Committees or by any person acting as a Member of the Management Committee or any such Standing Committee or Sub-Committee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Member or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Member of the Management Committee or other Standing Committee or Sub-Committee as the case may be. The Chairman of the Association shall be an ex officio member of all Standing Committees and Sub-Committees.

10.0. THE MANAGEMENT COMMITTEE

10.1. The management of the affairs of the Association shall be controlled by a Management Committee comprising not less than seven and not more than ten elected persons of whom a minimum of one half, rounded up to the nearest whole number, shall be Full Members. The Management Committee shall include:-

(a) The Chairman of the Association

(b) The Vice-Chairman of the Association*

(c) The Secretary of the Association*

(d) The Treasurer of the Association*

(e) Not more than six or less than three members elected at the Annual General Meeting: the number to be so elected to be determined by the Annual General Meeting.

(f) After the main voting for the Management Committee has taken place, the Regional representation must be determined. If there is no Representative from a Region, then a Full or Associate member who is prepared to stand shall be selected by the Management Committee. A Member so appointed shall have full voting rights and shall retain this position until the next Annual General Meeting. If ultimately, no suitable candidate can be found, then the Region shall have no representation.

(g) representative of a Region is a Full or Associate member who normally skis or helps in that Region, or lives there in the case of a full member who does not ski. In the case of a dispute, the decision of the Management Committee shall be final. (* to be appointed by the other Members of the Management Committee)

10.2. All Members of the Management Committee must be Full or Associate members. Any Full or Associate member is eligible for appointment or election to the Management Committee under e) or f) above, provided always that at least one half of the Members of the Management Committee shall be Full members of the Association.

10.3. The Management Committee at its first meeting each year after the Annual General Meeting shall elect one of its number to be the Association's representative on the Regional Committee of the Federation.

10.4. The Management Committee shall act in accordance with the policy formulated by the members. It shall be responsible for ensuring that proper action in the name of the Association is taken on all decisions of the members.

10.5. The Management Committee may do on behalf of the Association all such acts as may be exercised and done by the Association as are not by statute or by these Articles required to be done by the Association in General Meeting and notwithstanding the foregoing the members may delegate to the Management Committee all or any of its powers hereunder provided that the powers so delegated are specified in each case.

10.6. The Management Committee shall have power to co-opt members. The Management Committee may also invite any person having specialised knowledge to attend any meeting of the Management Committee in an advisory capacity but without power to vote thereat.

10.7. One third of Members of the Management Committee having the right to vote at Meetings of the Management Committee shall be a quorum at such Meetings.

10.8. The Members for the time being of the Management Committee may act notwithstanding any vacancy on the Management Committee.

10.9. If the Members of the Management Committee shall at any time be or be reduced in number to less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Management Committee for the purpose of filling vacancies in the organisation or of summoning a General Meeting.

10.10. The Management Committee may meet together for the despatch of business, adjourn and otherwise regulate by standing orders or in any other way their meetings as they think fit.

10.11. A Member of the Management Committee shall forthwith cease to be such a Member upon the happening of any of the following events:-

- (a) If he becomes bankrupt or makes any arrangement or composition with his creditors generally or:
- (b) If he becomes prohibited from being a Member of the Management Committee by reason of any order made under Sections 295-9 and Schedule 12 of the Act or
- (c) If he becomes of unsound mind or
- (d) If he resigns his office by notice in writing to the Management Committee or:
- (e) If he is removed from office by a resolution duly passed pursuant to Sections 303-4 of the Act or:
- (f) If being a Member elected to the Management Committee ex officio or as a nominated representative he ceases to hold the office in question.

10.12. At each Annual General Meeting not less than one quarter of the Members elected under Clause 10.1(e) and (f) shall retire by rotation. A retiring Member may offer himself for re-election. The method of rotation shall be determined from time to time by the Management Committee.

10.13. Each member offering himself for election (including those seeking re-election) as Chairman or elected Member shall be nominated by a proposer and seconder. In the event of there being more nominees than there are vacancies, there shall be a ballot.

10.14. Normally only a Full member of the Association shall be eligible to be elected Chairman, unless a majority of Full members present at the Annual General Meeting agree otherwise.

10.15. A Member of the Management Committee's resignation shall take effect from the date it is received in writing by the Secretary.

10.16. Management Committee meetings shall be called by the Secretary as the Chairman considers necessary (but at least twice a year) having given not less than seven days notice in writing sent to each Member at his home (or recorded) address, or upon receipt of a written request by the Secretary from three or more Members of the Management Committee specifying the business which they wish to raise, the Secretary shall call a meeting within fourteen days of the receipt of such notice.

10.17. The Management Committee shall cause proper minutes to be kept by the Secretary of all meetings.

10.18. Any matters of extreme importance arising between Committee meetings and requiring immediate action shall be considered by the Executive Committee, which will consist of the Chairman, Vice-Chairman, Secretary and Treasurer. Any decision taken shall be submitted to the next Management Committee meeting for approval.

10.19. In the absence of the Chairman at any meeting the Vice-Chairman, if present, shall take the chair; or failing this, the Officers and elected Members present shall elect a Chairman from amongst themselves (excluding co-opted Members).

10.20. All decisions and resolutions of meetings shall be by a show of hands of those present and be deemed to have been approved if a simple majority of those voting, vote in favour.

10.21. The Chairman shall have no voting rights, save where there is an equality of votes, in which case he shall have the right to exercise a casting vote (if he so wishes).

10.22. Any member of the Association (including Members of the Management Committee) wishing to raise any item at a meeting of the Management Committee shall notify the Secretary in writing of the item at least seven days prior to the meeting. The item shall be considered at the next meeting of the Management Committee by way of a written response, and that member shall be informed appropriately after the meeting by the Secretary.

11.0. SUPPLY OF ALCOHOL

11.1. The Management Committee shall be responsible for the running of the bar facilities and the Club Room and for ensuring that the Rules of the Association are strictly complied with by all persons using the Club Room and facilities. The Management Committee shall further ensure that all members of the Association who serve at the bar shall be fully conversant with the Rules of the Association and the requirements in relation to licensing laws and will ensure that the bar facility is run in an efficient and proper manner.

11.2. Intoxicating liquor shall be served only between the following hours – or such shorter hours as the Management Committee shall from time to time decide:-

Monday to Saturday – 11.00am to 11.00pm Sundays, Christmas Day and Good Friday – 12 noon – 2.00pm and 7.00pm to 10.30pm.

11.3. No intoxicating liquor shall be supplied otherwise than to:-

(a) A member who has been a member of the Association for at least two days or whose nomination or application for membership was made at least two days before his admission to the privileges of membership;

(b) Members and officials of teams visiting the Association premises for the purpose of playing a match or the fulfilling of social engagement;

(c) Bona fide guests of members in pursuance of the Rules.

11.4. There should be no supply of intoxicating liquor for consumption off the premises except to a member in person.

11.5. No intoxicating liquor shall be supplied to a person under the age of 18 years.

11.6. Intoxicating liquor may be sold by the Association on not more than 12 occasions in any one year to persons who are not members of the Association but who are attending a social function at the Association's premises authorised by the Management Committee and organised by a reputable body who will control the function.

11.7. Members may introduce visitors and visiting teams to the Association as guests subject to any regulations and restrictions made by the Management Committee from time to time.

11.8. Members introducing guests must enter the name and address of the guest together with his name in a book to be kept on the premises. The member must accompany a Guest while on the Association's premises and is responsible for ensuring that the rules of the Association are strictly observed.

11.9. No member shall be entitled to introduce more than three bona fide guests into the Club at any one time.

11.10. No person shall at any time be entitled to receive at the expense of the Association any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Association nor shall any person directly or indirectly derive any pecuniary advantage from the supply of intoxicating liquor by or on behalf of the Association to members or guests, apart from any benefit accruing to the Association as a whole and apart from any benefit which a person derives indirectly by reason of the supply giving rise or contribution to a general gain from the carrying on of the Club.

12.0. SALARIED STAFF

12.1. The Management Committee shall appoint and determine the terms of employment of all salaried staff.

12.2. The Secretary shall act as the Secretary of the Association for all purposes of the Act.

13.0. ACCOUNTS

13.1. The Management Committee shall cause accounting records of the Association to be kept in accordance with Section 221 of the Act (or as the same may be hereafter amended or altered).

13.2. Accounting records shall be kept at the office or, subject to Section 222 of the Act, at such other place or places as the Management Committee shall think fit.

13.3. At the Annual General Meeting in every year the Management Committee shall lay before the Association a proper income and expenditure account for the period since the last preceding Meeting (or in the case of the first account since the incorporation of the Association made up to a date not more than seven months before such meeting) together with a proper balance sheet made up as at the same date.

13.4. Every such balance sheet shall be accompanied by proper reports of the Management Committee and the Reporting Accountants and copies of such account balance sheet and reports (all of which shall be formed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not be less than fourteen clear days before the date of the Meeting, subject nevertheless to the provisions of Section 240 of the Act, be sent to the Reporting Accountants and to all other persons entitled to receive notices are hereinafter directed to be served. The Reporting Accountant's report shall be open to inspection and be read before the Meeting as required by Section 241 of the Act.

13.5. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Reporting Accountant or Reporting Accountants.

13.6. Professionally qualified Reporting Accountants shall be appointed and their duties regulated in accordance with the Act.

13.7. All cheques, drafts, etc. drawn shall be signed by any two persons being Members of the Management Committee, of which one should preferably be the Treasurer, Chairman, Vice-Chairman or Secretary.

13.8. The financial and subscription year of the Association shall be co-terminus and end on 31st March in each year.

14.0. NOTICES

14.1. A notice may be served by the Association upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at its registration address.

14.2. Any notices, if served by post, shall be deemed to have been served at the time the letter containing the same would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the letter containing the notices was properly addressed and put into the post office as a prepaid letter.

15.0. AMENDMENTS TO THE MEMORANDUM AND THESE ARTICLES

15.1. This Memorandum and these Articles can only be amended by Special Resolution of the Association in a General Meeting. Notice of any such amendment either by the Management Committee or by a Full or Associate member must be given to all members by the Secretary with the notice convening the Meeting.

15.2. No amendment shall be made to Clause 2 of these Articles and clause 3 of the Memorandum, this Sub Clause or Clause 15 without the prior approval in writing of the Charity Commissioners for England and Wales, and no amendment shall be made to any of the remaining Clauses which would cause the Association to cease to be a charity in law.

15.3. Any Full or Associate member wishing to propose a resolution for consideration at the Annual General Meeting to amend the Memorandum or these Articles shall submit such resolution in writing to the Secretary not later than the end of the financial year.

15.4. After any amendment under this Clause has been passed a copy of the amended Memorandum and Articles shall be made available to all members.

16.0. DISSOLUTION

16.1. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.

17.0. INDEMNITY

17.1. Subject to the provision of Section 310 of the Act, these Articles and the Memorandum of Association, every Member of the Management Committee, its Standing Committees and Sub-Committees and the holder of any office of the Association shall be entitled to be indemnified by the Association against all costs, charges, losses, expenses and liabilities incurred by them in the execution and discharge of their responsibilities relating to the Association.