

THE COMPANIES ACTS 1862 TO 1900

COMPANY LIMITED BY GUARANTEE

Memorandum

AND

Articles of Association

OF THE

HORSFORTH GOLF CLUB LTD
Company Number 93302

FRIDAY



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THE COMPANIES' ACTS, 1862 TO 1900

COMPANY LIMITED BY GUARANTEE

Memorandum of Association

OF THE

HORSFORTH GOLF CLUB LIMITED

- I) The name of the Company is the "HORSFORTH GOLF CLUB LIMITED"
- II) The Registered Office of the Company will be situate in England
- III) The objects for which the Company is established are:
 - a) To promote the game of Golf and other Athletic Sports and Pastimes and to encourage social intercourse between the Members of the said Company
 - b) To provide golf links and grounds at Horsforth and Rawdon in the County of York, or elsewhere, and to lay out, prepare and maintain the same for golf and other purposes of the Club, to provide or facilitate the provision of means for conveying persons using the said links or grounds to and from the same, to provide club-houses, pavilions, lavatories, kitchens, refreshment rooms, workshops, stables, sheds, and other conveniences in connection therewith, and to furnish and maintain the same, and to permit the same, and the property of the club, to be used by full Members and limited Members and other persons either gratuitously or for payment
 - c) To purchase, hire, make or provide and maintain all kinds of horses, live stock, motor omnibuses, carriages, furniture, implements, tools, utensils, plate, glass, linen, books, papers, periodicals, stationery, cards, games and other things

- required or which may be conveniently used in connection with the links and grounds, club-houses, and other premises of the Club by persons frequenting the same, whether Members of the Club or not
- d) buy, prepare, make, supply, sell and deal in all kinds of golf clubs and balls, and all apparatus used in connection with golf and other athletic sports, and all kinds of provisions and refreshments, required or used by the Members of the Club or other persons frequenting the links, grounds, club-houses or premises of the Club
 - e) To purchase, take on lease or in exchange, or otherwise acquire any lands, buildings, easements, rights of common, or property, real or personal, which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club, subject as regards land to the 21st Section of the Companies' Act 1862, and so far as the law or the licence of the Board of Trade, if granted, may from time to time allow, and to sell, demise, mortgage, give in exchange, or dispose of the same
 - f) To hire and employ secretaries, clerks, managers, servants, and workmen, and to pay to them and to other persons in return for services rendered to the Club, salaries, wages, gratuities, and pensions
 - g) To promote and hold, either alone or jointly with any other association, club, or persons, golf meetings, competitions, and matches, and to offer, give or contribute towards prizes, medals, and awards, and to promote, give or support dinners, balls, concerts, and other entertainments
 - h) To establish, promote, or assist in establishing or promoting, and to subscribe to or become a member of any other association or club whose objects are similar, or in part similar, to the objects of the club, or the establishment or promotion of which may be beneficial to this Club. Provided that no subscription be paid to any such other association or club out of the funds of this Club, except *bona fide* in furtherance of the objects of this Club
 - i) To invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may from time to time be determined.
 - j) To borrow or raise, and give security for money by the issue of, or upon, bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club
 - k) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

IV) Every full Member of the Company (not being an Honorary Member or Country Member) who is or becomes of the age of 21 years or upwards undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that they are a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which they cease to be a Member and of the costs charges and expenses of winding up the same and for the adjustment of the right of the contributors amongst themselves such amount as be required not exceeding twenty five pounds. **Note:** Members admitted before the twenty-fourth day of March Nineteen Hundred and SeventySix have a limited liability of Three pounds fifteen pence.

V) The income of the Company, from wherever derived, shall be applied solely in promoting the above objects, and no distribution shall be made to members in cash or otherwise;

VI) If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall be distributed among the members of the Company.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES	ADDRESSES AND DESCRIPTION OF SUBSCRIBERS
H WHITFIELD	17 East Parade, Leeds Chartered Accountant
J C JACKSON	26 and 27 Bond Street, Leeds Chartered Accountant
JAS. A PURCHAS	Riseholm Terrace, Horsforth, Nr Leeds Bank Clerk
JOHN NIGHTINGALE	The Green, Horsforth, Leeds M.D.
S R MART	Lee Lane, Horsforth, Leeds Paper Merchant
THOS. CLOUGH	High Royd, Horsforth, Leeds Wool Merchant
RICHARD B THACKRAY	Newlay, Nr Leeds Leather Manufacturer

Dated this 8th day of May 1907

Witness to the above Signatures:

WILLIAM L MYERS

Solicitor, 45 Albion St. Leeds

Articles of Association

OF THE

HORSFORTH GOLF CLUB LIMITED

Preliminary

1. In these Articles, unless there be something in the subject or context inconsistent therewith:

“the Club” means the Horsforth Golf Club Limited

“Full Member” means a Member of the Club who has undertaken under clause (4) of the Memorandum of Association to contribute to the Assets of the Club

“Officers” means the officers of the Club mentioned in the 24th Article

“The Council” means the Council for the time being of the Club

“Annual Meeting” and “Special Meeting” mean respectively an Annual General Meeting and an Extra-Ordinary General Meeting of the Club.

“General Meeting” means a General Meeting of the Club, whether annual or special

“Special Resolution” means a Special Resolution of the Club passed in accordance with Section 51 of the Companies Act 1862

“Extraordinary Resolution” means an Extraordinary Resolution of the club in accordance with Section 129 of the Companies Acts 1948 and 1967

“the Seal” means the Seal of the Club

“the Office” means the Office for the time being of the Club

“the Manager” means the Manager, Secretary or Secretaries for the time being of the Club

“In writing means written or printed or partly written and partly printed

Words importing the singular number only, include the plural

Words importing the plural number only, include the singular

The word "month" means calendar month

2. For the purpose of registration the Company is declared to consist of 450 full Members
3. The Council may when they think fit register an increase of Members
4. The Company is established for the purposes expressed in the Memorandum of Association

Membership

5. Membership of the club is open to all without discrimination.
6. The persons who have signed the Memorandum of Association shall be the first Members of the Club. No other person shall become a Member unless and until they have made application in the form prescribed by the Council from time to time
7. The Candidate shall be forthwith notified of their election by the Manager, who shall request them to pay the amount of their subscription. The payment of the subscription shall be a distinct acknowledgment of their acceptance of and acquiescence in these Articles and in the Bye-Laws of the Club for the time being and they shall not be entitled to make any use of the Club until such payment is made
8. The rights and privileges of every Member shall be personal to themselves; they shall not be transferable by their own act or by operation of law, and shall cease upon their death
9. Any Member may withdraw from the Club by giving on or before the 30th day of April one months' notice in writing addressed to the Manager at the Club of their

intention so to do, otherwise they shall be liable to pay their subscription for the ensuring year

10. The Council may under the Bye-Laws stipulate categories of membership and the rights and conditions attached to such categories provided that no Member under 18 years of age shall be entitled to vote at any meeting of the Club or to hold any office of the Club
11. A Member whose subscription shall be in arrear for one month shall not be entitled till payment thereof to make any use of the Club or exercise or enjoy any privilege of membership, and if their subscription shall continue unpaid on such later day as the Council shall from time to time determine by a Bye-Law, the Council may post their name and address in the Club, and any Member whose subscription is not paid before such further day as the Council shall from time to time determine by a Bye-Law, may by a resolution of the Council be removed from the Club and their name shall thereupon be erased from the Register of Members
12. Any person who shall by any means cease to be a Member shall nevertheless remain liable for and shall pay to the Club all Subscriptions and other moneys which at the time of their ceasing to be a Member may be due from them to the Club, and the Council shall have power to sue them for the same in the name of the Club

Expulsion of Members

13. In case the conduct of any Member either in or out of the Club shall in the opinion of the Council be injurious to the character or interests of the Club the Council may expel such Member from the Club provided that twenty-one days notice shall be given to such Member of the intention to expel them, which notice shall inform

them of the nature of the charge against them and of the name of the person (if any) who makes such charge, and no such expulsion shall take place unless the vote for expulsion be agreed to by four-fifths of the Council present at a meeting specially summoned for the purpose, attended by at least one-half of the Council, at which such Member shall have had the offer of being heard

Subscriptions and Entrance Fees

14. Every Member of the Club other than Hon-Life Members shall pay to the Club an Annual Subscription and Entrance Fee of such amount as may be from time to time fixed by the Council

General Meetings

15. The Annual General Meeting shall be held on such a date as the Council shall determine, but not later than the 28th day of February in each year, to receive the report of the Council, the Balance Sheet and Accounts for the year ended on the 31st May and the Report of the Auditor thereon; to elect the Council and to transact the ordinary business of the Club. The Report of the Council Balance Sheet and Accounts shall be sent to each Member entitled to vote at least twenty-one days before the Annual General Meeting

16. The Manager shall, whenever required by the Council, or upon a requisition made in writing by not less than thirty full Members of the Club, convene an Extraordinary Meeting of the Club. Any requisition so made by the full Members shall express the object of the Meeting proposed to be called and shall be addressed to the Manager

of the Club. Upon the receipt thereof the Manager shall forthwith convene an
Extraordinary General Meeting

17. Every General Meeting shall be held in the Club premises or in such other place and
at such hour as the Council may determine

18. Twenty-one days notice at the least of every General Meeting, specifying the place,
the day and the hour of meeting, and in case of an Extraordinary General Meeting,
the nature of the business to be transacted thereat shall be given to the Members
entitled to vote in the manner hereinafter mentioned or in such other manner (if
any) as may be prescribed by an Extraordinary General Meeting, but the non-receipt
of such notice by any Member entitled to vote shall not invalidate the proceedings
at any General Meeting. A copy of such notice shall be posted upon the Club-house
at least seven days before the day of the Meeting and remain up until the Meeting
has been held

19. No resolution passed at any Extraordinary General Meeting shall be valid unless
thirty Members entitled to vote are present when the vote is taken. If within half-
an-hour from the time appointed for the meeting a quorum of Members entitled to
vote is not present, the Meeting if convened upon requisition of Members entitled
to vote shall be dissolved; in any other case it shall stand adjourned to the same
day in the following week at the same time and place and if at such adjourned
meeting a quorum of Members entitled to vote be not present the Members
entitled to vote and present shall be a quorum and may transact the business for
which the meeting was called

20. The President of the Club or, in his absence, the Chairperson of the Council or the Vice-Chairperson of the Council or, in the absence of any of the foregoing, a Vice-President of the Club shall preside as Chairperson at every General Meeting of the Club and if none of such persons be present within fifteen minutes after the time appointed for the meeting, the Members present may, if they think fit, propose one of their number to be Chairperson of such meeting
21. The Chairperson may with the consent of any General Meeting adjourn the same *from time to time and from place to place but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the meeting from which the adjournment took place*
22. At any General Meeting a declaration by the Chairperson that a resolution has been carried and an entry to that effect in the book of proceedings of the Club shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution, provided that if any full Member shall challenge the Chairperson's decision, they (the Chairperson) shall count the votes given for or against the resolution and declare the number of such votes
23. On a show of hands every Member entitled to vote present in person shall have one vote, and upon a count being demanded by not less than three such Members present every such Member present in person or by proxy shall have one vote as a Member. The decision of the Chairperson as to the validity of a vote shall be final and conclusive and no such Member shall be entitled to vote at any Meeting unless all moneys due from them to the Club shall have been paid. The Chairperson is

entitled to one vote, which may be reserved to be used as a casting vote in cases of equality of votes.

- a) Votes may be given either personally or by proxy
- b) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his Attorney. No person shall be appointed a proxy who is not a Member of the Club and qualified to vote
- c) The instrument appointing a proxy and the Power of Attorney, if any, under which it is signed shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the Meeting, or adjourned Meeting as the case may be, at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of execution
- d) Every instrument of proxy, whether for a specified Meeting or otherwise shall as nearly as circumstances will admit, be in the form or to the effect following:

HORSFORTH GOLF CLUB LIMITED

I,

of

being a Member of THE HORSFORTH GOLF CLUB LIMITED he

hereby

appoint

of

or failing him

of

as my proxy to vote for me and on my behalf at the Ordinary (or
Extraordinary) General Meeting of the Company to be held on the

Day of 20.... and at any adjournment thereof

AS WITNESS my hand this day of 20....

Signed by the said

in the presence of:

Officers and Council

24. There shall be the following Officers of the Club, namely a President, Vice-President, Men's Captain, Men's Vice-Captain, Ladies Captain, Ladies Vice-Captain, Treasurer, Manager and one or more Honorary Secretaries.

25. The Council shall consist of the President, the Vice-President, the Men's Captain, the Men's Vice-Captain, Ladies Captain, Ladies Vice-Captain, Treasurer, Manager, the Honorary Secretaries and not less than nine full Members

Powers of the Council

26. The Council shall have the control and management of the business and property of the Club and in all cases unprovided for in these Articles it shall be lawful for them to act in such manner as shall appear to them best calculated to promote the purposes intended to be promoted by the Club. In addition to the powers and

authorities by these Articles expressly conferred upon them, the Council shall exercise all such powers and do all such acts, deeds and things as may be exercised or done by the Club and are not hereby or by statute expressly directed or required to be exercised or done by the Club in General Meeting

27. Without prejudice to the general powers conferred by clause 26 hereof the Council shall have power:

- a) To pay the costs, charges and expenses, preliminary and incidental, to the promotion, formation, establishment and registration of the Club
- b) To purchase, hire or otherwise acquire for the purposes of the Club any real or personal property, and so far as the law and the licence of the Board of Trade may from time to time allow, to sell, demise, let, mortgage or dispose of the same
- c) To create a redemption fund, and to take there out monies for the purchase or discharge of all or any of the debentures, bills of exchange, promissory notes or other obligations or securities of the Club or for any other purpose of the Club, and to invest any of the monies of the Club in the purchase or redemption of any such obligations or securities
- d) To erect, maintain, improve or alter any building for the purposes of the Club, and in particular to erect from time to time all such buildings as they may think necessary for the requirements of the Club, and to maintain, improve or alter such buildings
- e) To sell or exchange any part of the real or leasehold property of the Club and to give or receive any money for equality or exchange

- f) To appoint, and at their discretion, remove or suspend such Secretaries, Treasurers, Auditors, Managers, Stewards, Agents, Professionals, Groundsmen, Caretakers, and Servants, for permanent, temporary or special services, As they may from time to time think fit, and to determine their duties and fix their salaries or emoluments and to pay the same out of the funds of the Club
- g) To determine from time to time the conditions on which Members or other persons may use the Club-house of the Company
- h) To borrow or raise money by the issue of or upon bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the Club, or by mortgage or charge of all or any part of the property of the Club, or in such mother manner as the Council shall think fit
- i) To apply any part of the capital or income of the Club for or towards the maintenance, insurance, preservations, improvement, or management of any property of the Club for the time being, or in their occupation as tenants, or the paying or redeeming of any mortgage or charge which may at any time exist upon any property of the Club or any debts or liabilities to which the Club may for the time being be liable
- j) To adopt any contracts entered into on behalf of the Club
- k) To enter into any contract or take any conveyance or lease in the name of the Club
- l) To invest such part of the funds of the Club as shall not be required for the immediate purposes of the Club on such securities and on such terms as they may think fit, and from time to time to vary such investments

- m) To enter into such contracts and do all such acts and things as they may think expedient for the purposes of the Club
- a) To make from time to time Bye-laws Rules and other regulations for the management of the Club, appointment of Officers and Council members, for the regulation of proceedings of Council, and for the use of the Club-house and Links, and at any time to revoke or alter the same subject to the same not being inconsistent with these Articles; provided that any such Bye-law Rule or Regulation or any revocation or alteration thereof may be set aside by a Special Resolution of a General Meeting

Accounts

- 28. The Council shall cause true accounts to be kept of the moneys received and expended by the Club, and the matters in respect of which such receipt and expenditure take place and of the assets, credits and liabilities of the Club
- 29. The Accounts shall be closed on the last day of May in each year and a Balance Sheet shall be made out containing a summary of the property and liabilities of the Club on that day. An account of income and expenditure shall also be prepared for the previous twelve months or such greater or lesser period as may be necessary as a result of a change of accounting period

Payments to the Club

- 30. All Subscriptions, Entrance Fees, and other Moneys payable to the Club shall be received by the Treasurer

Notices

31. A notice may be served by the Club upon any Member, either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address, and any notice sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted. Any notice sent by electronic mail shall have a read receipt as proof of acknowledgement by the Member.

Indemnity of Officers

32. The Council and Officers of the Club and their respective heirs, executors, and administrators shall be indemnified and saved harmless out of the Club from and against all charges, costs, losses, damages and expenses which they or any of them shall or may incur or sustain in or about the execution of their respective offices or trusts or in or about any contracts or agreements made by them for or on behalf of the Club or in furtherance of the objects of the Club, expenses as shall be incurred or sustained by or through their own wilful default, and none of them shall be answerable for the others of them nor for joining in any receipt for the sake of conformity only, nor for any banker, broker or other person with whom any moneys or effects belonging to the Club shall be or may be lodged or deposited for safe custody, sale, investment or otherwise, nor for the insufficiency of any security on which moneys belonging to the Club shall be placed or invested, nor for any other misfortune, loss or damage which may happen in the execution of their respective

offices or trusts or in any way in relation thereto, except the same shall happen by or through their own wilful default respectively

The Seal

33. The Council shall provide a Common Seal with the name of the Club inscribed thereon, and shall change the same from time to time as they may think fit. Such Common Seal shall be kept at the Registered Office of the Club, and be secured by a lock, the key of which shall be kept by the Chairperson or some other Member of the Council. The Common Seal shall not be used except under and by virtue of a Minute of the Council and in the presence of two Members of the Council, who shall attest the execution of every deed or document to which the Seal shall be so affixed

Arbitration

34. Whatever any difference arises between the Club on the one hand and any of the Members, their executors, administrators or assigns on the other hand, touching the true intent or construction or the incidents or consequences of these presents or of the statutes or of the Bye-laws, Rules and regulations hereunder mentioned, or touching anything then or thereafter done, executed, omitted or suffered in pursuance of these presents or of the statutes or of the Bye-laws, Rules and regulations, or touching any breach or alleged breach of these presents or any claim on account of any such breach or alleged breach or otherwise relating to the premises or to these presents or to the statutes or to the Bye-laws, Rules, and regulations or to any of the affairs of the Club, every such difference shall be referred to the decision of an Arbitrator to be appointed by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators of whom one shall be appointed

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- by each of the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators of whom one shall be appointed by each of the parties in difference, or of any Umpire to be appointed by the two Arbitrators
- 35. The costs of and incident to any such reference and award shall be in the discretion of the Arbitrator, Arbitrators or Umpire respectively, who may determine the amount thereof or direct the same to be taxed as between solicitor and client or otherwise, and may award by whom and in what manner the same shall be borne and paid
- 36. The submission to arbitration shall be subject to the provisions of the "Arbitration Act 1889" or any then subsisting modification thereof and shall be made a rule of Her Majesty's High Court of Justice upon the application of either party and such party may instruct Counsel to consent thereto for the other parties
- 37. The permitted hours shall as from the 15th day of September 2015 be such as may from time to time be determined by the Council in accordance with the provisions of the Licensing Act 2003 and with the Premises License Prem/030657/001 shall apply.
- 38. a) A Member may introduce friends and the Council at their discretion may allow visitors who on their names being entered in the book kept for Visitors names and upon payment of a Green Fee may use the facilities of the Club for one day
b) *Such Green Fees as aforesaid shall be determined from time to time by the Council*
c) Such visitors for one day shall be entitled to the use of the Club House and to use of the Course and provided such Visitor has played golf to purchase intoxicating liquors at his or her own expense for consumption only on the Club premises

- d) Friends of Members who do not play golf must be recorded in the book provided and may use the facilities of the Club House and may purchase intoxicating liquor
- e) Junior Members under the age of 18 years shall not be permitted to purchase intoxicating liquor
- f) No person shall receive any pecuniary advantage from the sale of intoxicating liquor apart from any benefit accruing to the Club as a whole

NAMES OF SUBSCRIBERS	ADDRESSES AND DESCRIPTION OF SUBSCRIBERS
C I C RISHWORTH	Sandywood, Horsforth Corn Miller
JAS A PURCHAS	Dale View, Horsforth Bank Clerk
T ADAIR	Abbey View, Horsforth Estate Agent
J HOULDEN	Southlands, Horsforth Fire Assessor and Valuer
THOS CLOUG	High Royd, Horsforth Wool Merchant
RICHARD B THACKRAY	Ardleigh, Horsforth Leather Manufacturer
R P BEACHELL	The Bank, Horsforth Bank Manager

Dated this 26th day of February 1914

Witness to the above Signatures,

FRANK WALES

Micklefield Lane, Rawdon
Bank Clerk

ARTICLES AS AMENDED BY
PROPOSED RESOLUTIONS.

THE COMPANIES' ACTS, 1862 to 1900.

COMPANY LIMITED BY GUARANTEE.

Memorandum

AND

Articles of Association

OF THE

HORSFORTH GOLF CLUB, LIMITED.

HORSFORTH:

GRIMSHAW TELE. PRINTER, "ADVERTISER" OFFICE.

1914.

[copy.]

No. 93302.



Certificate of Incorporation.

I Hereby Certify that the HORSFORTH GOLF CLUB,
LIMITED, is this day incorporated under the Companies' Acts, 1862
to 1900, and the Company is LIMITED.

Given under my hand at London this Ninth Day of May,
One Thousand Nine Hundred and Seven.

H. F. BARTLETT,

Registrar of Joint Stock Companies.

Fees and Deed Stamps - £7 7s. 0d.

Stamp Duty on Capital - £—

HORSFORTH GOLF CLUB LIMITED
Notice of an Extra Ordinary General Meeting

NOTICE IS HEREBY GIVEN BY ORDER OF THE COUNCIL THAT AN EXTRA ORDINARY GENERAL MEETING OF THE HORSFORTH GOLF CLUB LIMITED WILL BE HELD IN THE CLUBHOUSE AT 7.30PM ON THURSDAY 31ST MAY 2018 FOR THE PURPOSE OF CONSIDERING AND IF THOUGHT FIT, PASSING THE FOLLOWING RESOLUTIONS, WHICH WILL BE SPECIAL RESOLUTIONS.

The President : Mr C R Hirst
Company No. 93302
Registered Office: Horsforth Golf Club, Layton Rise, Horsforth, LEEDS, LS18 5EX

Memorandum of Association

A Memorandum of Association (MOA) is a legal document prepared in the formation and registration process of a limited liability company to define its relationship with shareholders.

1). **Existing Clause VI**

VI) If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the members of the Company but shall be applied to:

- a) the purposes of the sports governing body for use in community related sport,
- or b) the purposes of another CASC within the scheme,
- or c) the purposes of a charity.

New Clause VI

VI) If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall be distributed among the members of the Company.

Reason for amendment

CASC is no longer applicable to Horsforth Golf Club financially, nor does the club receive any other financial benefit from charities.

2). **General Amendment**

Change "he" to "they", where appropriate.

Reason for amendment

In the interest of equality between members.

Articles of Association

The Articles of Association is a document that contains the purpose of the company as well as the duties and responsibilities of its members defined and recorded clearly. It is an important document which needs to be filed with the Registrar of Companies.

3). **General Amendments**

- a) In Preliminary, Change "the Secretary" means Secretary or Secretaries for the time being of the Club to "the Manager" means Manager or Secretary for the time being of the club.
- b) Change any reference from Secretary or Secretaries to Manager, where appropriate.
- c) Change "Chairman" to Chairperson, where appropriate.
- d) Change "his/he" to "their", where appropriate.

Reason for amendment

To reflect the current role of the Manager.
A male or female member of Council may chair a Committee.
In the interest of equality between members.

4). **Existing Clause 2**

For the purpose of registration of the Company declared - to consist of 250 full Members.

New Clause 2

For the purpose of the registration of the Company is declared to consist of 450 full Members.

Reason for amendment

Reflects the combination of both male and female members.

5). **Existing Clause 7**

The election of persons to be Members of the Club shall be vested in the Council, and each Candidate must be proposed and seconded by Members. The Council shall not proceed to the election of any Candidate until his name and address with names of his nominators shall have been posted at least seven days in the Club premises. The election shall be by ballot and no persons shall be elected unless five Members of the Council at the least are present and four-fifths of the Members present vote for his election.

New Clause 7

Deleted.

Reason for amendment

As Membership of the Club is open to all without discrimination – this procedure in clause 7 is no longer followed.

All paragraphs from this point onwards will be renumbered by minus 1.

6). **Existing Clause 10**

Any member may withdraw from the Club by giving on or before the 30th day of September, one months' notice in writing to the Secretary at the Club of his intention so to do, otherwise he shall be liable to pay his subscription for the ensuing year.

New Clause 9

Any member may withdraw from the Club by giving on or before the 30th day of April, one months' notice in writing to the Manager at the Club of his intention so to do, otherwise he shall be liable to pay his subscription for the ensuing year.

Reason for amendment

To reflect the proposed change in the financial year end from 31st October to 31st May.

7). **Existing Clause 16**

The Annual General Meeting shall be held on such a date as the Council shall determine, but not later than the 14th day of May in each year, to receive the report of the Council, the Balance Sheet and Accounts for the year ended on the 31st October and the Report of the Auditor thereon; to elect the Council and to transact the ordinary business of the Club. The Report of the Council Balance Sheet and Accounts shall be sent to each Member entitled to vote at least twenty-one days before the Annual General Meeting.

New Clause 16

The Annual General Meeting shall be held on such a date as the Council shall determine, but not later than the 28th day of February in each year to receive the report of the Council, the Balance Sheet and Accounts for the year ended on the 31st May and the Report of the Auditor thereon; to elect the Council and to transact the ordinary business of the Club. The Report of the Council Balance Sheet and Accounts shall be sent to each Member entitled to vote at least twenty-one days before the Annual General Meeting.

Reason for amendments

To reflect the change of the financial year end to 31st May to correspond with the subscription year to start 1st June. Agreed at Council Meeting 28th February 2018.

8). **Existing Clause 25**

There shall be the following Officers of the Club, namely a President, Vice-President, a Captain, Vice-Captain a Treasurer and Secretary, and one or more Honorary Secretaries.

New Clause 24

There shall be the following Officers of the Club, namely a President, the Vice-President, a Men's Captain, a Men's Vice-Captain, a Ladies Captain, a Ladies Vice-Captain, the Treasurer and the Manager.

9). **Existing Clause 26**

The Council shall consist of the President, the Vice-President, the Captain, the Vice-Captain, the Treasurer, the Honorary Secretaries and not less than nine full members nor more than fifteen full members.

New Clause 25

The Council shall consist of the President, the Vice-President, the Men's Captain, the Men's Vice-Captain, the Ladies Captain, the Ladies Vice-Captain, the Treasurer, the Manager, and not less than nine full members.

Reason for amendments to 25 & 26

The amendments reflect the current structure of the Officers and make-up of the Council. It also complies with Equality Legislation.

10). **Existing Clause 30**

The Accounts shall be closed on the last day of October in each year and a Balance Sheet shall be made out containing a summary of the property and liabilities of the Club on that day. An account of income and expenditure shall also be prepared for the previous twelve months or such greater or lesser period as may be necessary as a result of a change of accounting period.

New Clause 29

The Accounts shall be closed on the last day of May in each year and a Balance Sheet shall be made out containing a summary of the property and liabilities of the Club on that day. An account of income and expenditure shall also be prepared for the previous twelve months or such greater or lesser period as may be necessary as a result of a change of accounting period.

Reason for amendment

To change the financial year end to 31st May to correspond with the subscription start date of 1st June. (Agreed at the Council meeting 7th March 2018)

11). **Existing Clause 32**

A notice may be served by the Club upon any Member, either personally or by sending it through the post in a prepaid letter addressed to any such Member at his registered address, and any notice sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

New Clause 31

A notice may be served by the Club upon any Member, either personally or by electronic mail, or by sending it through the post in a prepaid letter addressed to such Member at his registered address, and any notice sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post, and in proving such service it shall be sufficient to prove that the letter was properly addressed and posted. Any notice sent by electronic mail shall have a read receipt as proof of acknowledgement by the Member.

Reason for amendment

To take advantage of modern communication methods and to reduce the annual postage costs by over £1,000.

12). **Existing Clause 38**

The permitted hours shall as from the 1st day of March 1962 be such as may from time to time be determined by the Council in accordance with the provisions of the Licensing Act 1961 and as notified to the Magistrates' Clerk provided that if any order is made under Section 5, sub-sections (3) or (4) of the said Act, the proviso to sub-section (8) shall apply.

New Clause 37

The permitted hours shall as from the 15th September 2015 be such as may from time to time be determined by Council in accordance with the provisions of the Licensing Act 2003 and with the Premises Licence Prem/03657/001.

Reason for amendment

As stated in the Premises Licence Prem/03657/001.

13). **Existing Clause 39**

- a) A Member may introduce friends and the Council may, at their discretion allow visitors who on his, her or their names being entered in the book kept for Visitors names and upon payment of a Green Fee may use the facilities of the Club for one day.
- b) Such Green Fees as aforesaid shall be determined from time to time by the Council.
- c) Such visitors for one day shall be entitled to the used of the Club House and to use of the Course and provided such Visitor has played golf to purchase intoxicating liquors at his or her own expense for consumption only on the Club premises.
- d) Friends of Members who do not play golf must be recorded in the book provided and but may not purchase intoxicating liquor.

- e) Junior Members under the age of 18 years shall not be permitted to purchase intoxicating liquor.
- f) No person shall receive any pecuniary advantage from the sale of intoxicating liquor apart from any benefit accruing to the Club as a whole.

New Clause 38

- a) A Member may introduce friends and the Council at their discretion may allow visitors and upon payment of a Green Fee may use the facilities of the Club for one day.
- b) Such Green Fees as aforesaid shall be determined from time to time by the Council.
- c) Such visitors for one day shall be entitled to the use of the Club House, use of the Course, and to purchase intoxicating liquors at their own expense for consumption only on the Club premises.
- d) Friends of Members and Visitors who do not play golf may use the facilities of the Club House and may purchase intoxicating liquors.
- e) Junior Members under the age of 18 years shall not be permitted to purchase intoxicating liquor.
- f) No person shall receive any pecuniary advantage from the sale of intoxicating liquor apart from any benefit accruing to the Club as a whole.

Reason for amendment

To reflect the requirements in the Premises Licence Prem/03657/001

Note: - The right to vote is restricted to all Members over the age of 18 years. Members are reminded that, under Article 11 of the Memorandum of Association, subscriptions and fees unpaid on July 1st are in arrears. Any Member who is thus in arrears is not entitled to make use of the Club or exercise the privileges of Membership until the outstanding arrears are paid.

Proxy Votes: - A Member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote in its stead. The instrument appointing a proxy shall be in writing and signed by the appointer and deposited with the Manager 48 hours before the time and date of the meeting. Proxy forms are available in the club office up to 4.00pm Monday 28th May 2018.

Resignations: - The Council reminds Members that resignations must be sent to the Secretary in writing before April 30th in any year to take effect from May 31st of that year.

THE COMPANIES ACTS 1862 TO 1900

COMPANY LIMITED BY GUARANTEE

Memorandum

AND

Articles of Association

OF THE

HORSFORTH GOLF CLUB LTD
Company Number 93302

THE COMPANIES ACTS 1862 TO 1900

COMPANY LIMITED BY GUARANTEE

Memorandum

AND

Articles of Association

OF THE

HORSFORTH GOLF CLUB LTD
Company Number 93302

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THE COMPANIES' ACTS, 1862 TO 1900

COMPANY LIMITED BY GUARANTEE

Memorandum of Association

OF THE

HORSFORTH GOLF CLUB LIMITED

- I) The name of the Company is the "HORSFORTH GOLF CLUB LIMITED"
- ii) The Registered Office of the Company will be situate in England
- iii) The objects for which the Company is established are:
 - a) To promote the game of Golf and other Athletic Sports and Pastimes and to encourage social intercourse between the Members of the said Company
 - b) To provide golf links and grounds at Horsforth and Rawdon in the County of York, or elsewhere, and to lay out, prepare and maintain the same for golf and other purposes of the Club, to provide or facilitate the provision of means for conveying persons using the said links or grounds to and from the same, to provide club-houses, pavilions, lavatories, kitchens, refreshment rooms, workshops, stables, sheds, and other conveniences in connection therewith, and to furnish and maintain the same, and to permit the same, and the property of the club, to be used by full Members and limited Members and other persons either gratuitously or for payment
 - c) To purchase, hire, make or provide and maintain all kinds of horses, live stock, motor omnibuses, carriages, furniture, implements, tools, utensils, plate, glass, linen, books, papers, periodicals, stationery, cards, games and other things required or which may be conveniently used in connection with the links and grounds, club-houses, and other premises of the Club by persons frequenting the same, whether Members of the Club or not
 - d) buy, prepare, make, supply, sell and deal in all kinds of golf clubs and balls, and all apparatus used in connection with golf and other athletic sports, and all kinds of provisions and refreshments, required or used by the Members of the Club or other persons frequenting the links, grounds, club-houses or premises of the Club
 - e) To purchase, take on lease or in exchange, or otherwise acquire any lands, buildings, easements, rights of common, or property, real or personal, which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club, subject as regards land to the 21st Section of the Companies' Act 1862, and so far as the law or

the licence of the Board of Trade, if granted, may from time to time allow, and to sell, demise, mortgage, give in exchange, or dispose of the same

- f) To hire and employ secretaries, clerks, managers, servants, and workmen, and to pay to them and to other persons in return for services rendered to the Club, salaries, wages, gratuities, and pensions
- g) To promote and hold, either alone or jointly with any other association, club, or persons, golf meetings, competitions, and matches, and to offer, give or contribute towards prizes, medals, and awards, and to promote, give or support dinners, balls, concerts, and other entertainments
- h) To establish, promote, or assist in establishing or promoting, and to subscribe to or become a member of any other association or club whose objects are similar, or in part similar, to the objects of the club, or the establishment or promotion of which may be beneficial to this Club. Provided that no subscription be paid to any such other association or club out of the funds of this Club, except *bona fide* in furtherance of the objects of this Club
- i) To invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may from time to time be determined.
- j) To borrow or raise, and give security for money by the issue of, or upon, bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club
- k) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

IV) Every full Member of the Company (not being an Honorary Member or Country Member) who is or becomes of the age of 18 years or upwards undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that they are a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which they cease to be a Member and of the costs charges and expenses of winding up the same and for the adjustment of the right of the contributors amongst themselves such amount as be required not exceeding twenty five pounds. **Note:** Members admitted before the twenty-fourth day of March Nineteen Hundred and SeventySix have a limited liability of Three pounds fifteen pence.

V) The income of the Company, from wherever derived, shall be applied solely in promoting the above objects, and no distribution shall be made to members in cash or otherwise;

VI) If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall be distributed among the members of the Company.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES	ADDRESSES AND DESCRIPTION OF SUBSCRIBERS
H WHITFIELD	17 East Parade, Leeds Chartered Accountant
J C JACKSON	26 and 27 Bond Street, Leeds Chartered Accountant
JAS. A PURCHAS	Riseholm Terrace, Horsforth, Nr Leeds Bank Clerk
JOHN NIGHTINGALE	The Green, Horsforth, Leeds M.D.
S R MART	Lee Lane, Horsforth, Leeds Paper Merchant
THOS. CLOUGH	High Royd, Horsforth, Leeds Wool Merchant
RICHARD B THACKRAY	Newlay, Nr Leeds Leather Manufacturer

Dated this 8th day of May 1907

Witness to the above Signatures:

WILLIAM L MYERS

Solicitor, 45 Albion St. Leeds

Articles of Association

OF THE

HORSFORTH GOLF CLUB LIMITED

Preliminary

1. In these Articles, unless there be something in the subject or context inconsistent therewith:

“the Club” means the Horsforth Golf Club Limited

“Full Member” means a Member of the Club who has undertaken under clause (4) of the Memorandum of Association to contribute to the Assets of the Club

“Officers” means the officers of the Club mentioned in the 24th Article

“The Council” means the Council for the time being of the Club

“Annual Meeting” and “Special Meeting” mean respectively an Annual General Meeting and an Extra-Ordinary General Meeting of the Club.

“General Meeting” means a General Meeting of the Club, whether annual or special

“Special Resolution” means a Special Resolution of the Club passed in accordance with Section 51 of the Companies Act 1862

“Extraordinary Resolution” means an Extraordinary Resolution of the club in accordance with Section 129 of the Companies Acts 1948 and 1967

“the Seal” means the Seal of the Club

“the Office” means the Office for the time being of the Club

“the Manager” means the Manager, Secretary or Secretaries for the time being of the Club

“In writing means written or printed or partly written and partly printed

Words importing the singular number only, include the plural

Words importing the plural number only, include the singular

The word "month" means calendar month

2. For the purpose of registration the Company is declared to consist of 450 full Members
3. The Council may when they think fit register an increase of Members
4. The Company is established for the purposes expressed in the Memorandum of Association

Membership

5. Membership of the club is open to all without discrimination.
6. The persons who have signed the Memorandum of Association shall be the first Members of the Club. No other person shall become a Member unless and until they have made application in the form prescribed by the Council from time to time
7. The Candidate shall be forthwith notified of their election by the Manager, who shall request them to pay the amount of their subscription. The payment of the subscription shall be a distinct acknowledgment of their acceptance of and acquiescence in these Articles and in the Bye-Laws of the Club for the time being and they shall not be entitled to make any use of the Club until such payment is made
8. The rights and privileges of every Member shall be personal to them self; they shall not be transferable by their own act or by operation of law, and shall cease upon their death
9. Any Member may withdraw from the Club by giving on or before the 30th day of April one months' notice in writing addressed to the Manager at the Club of their intention so to do, otherwise they shall be liable to pay their subscription for the ensuring year

10. The Council may under the Bye-Laws stipulate categories of membership and the rights and conditions attached to such categories provided that no Member under 18 years of age shall be entitled to vote at any meeting of the Club or to hold any office of the Club
11. A Member whose subscription shall be in arrear for one month shall not be entitled till payment thereof to make any use of the Club or exercise or enjoy any privilege of membership, and if their subscription shall continue unpaid on such later day as the Council shall from time to time determine by a Bye-Law, the Council may post their name and address in the Club, and any Member whose subscription is not paid before such further day as the Council shall from time to time determine by a Bye-Law, may by a resolution of the Council be removed from the Club and their name shall thereupon be erased from the Register of Members
12. Any person who shall by any means cease to be a Member shall nevertheless remain liable for and shall pay to the Club all Subscriptions and other moneys which at the time of their ceasing to be a Member may be due from them to the Club, and the Council shall have power to sue them for the same in the name of the Club

Expulsion of Members

13. In case the conduct of any Member either in or out of the Club shall in the opinion of the Council be injurious to the character or interests of the Club the Council may expel such Member from the Club provided that twenty-one days notice shall be given to such Member of the intention to expel them, which notice shall inform them of the nature of the charge against them and of the name of the person (if any) who makes such charge, and no such expulsion shall take place unless the vote for expulsion be agreed to by four-fifths of the Council present at a meeting

especially summoned for the purpose, attended by at least one-half of the Council, at which such Member shall have had the offer of being heard

Subscriptions and Entrance Fees

14. Every Member of the Club other than Hon-Life Members shall pay to the Club an Annual Subscription and Entrance Fee of such amount as may be from time to time fixed by the Council

General Meetings

15. The Annual General Meeting shall be held on such a date as the Council shall determine, but not later than the 28th day of February in each year, to receive the report of the Council, the Balance Sheet and Accounts for the year ended on the 31st May and the Report of the Auditor thereon; to elect the Council and to transact the ordinary business of the Club. The Report of the Council Balance Sheet and Accounts shall be sent to each Member entitled to vote at least twenty-one days before the Annual General Meeting
16. The Manager shall, whenever required by the Council, or upon a requisition made in writing by not less than thirty full Members of the Club, convene an Extraordinary Meeting of the Club. Any requisition so made by the full Members shall express the object of the Meeting proposed to be called and shall be addressed to the Manager of the Club. Upon the receipt thereof the Manager shall forthwith convene an Extraordinary General Meeting
17. Every General Meeting shall be held in the Club premises or in such other place and at such hour as the Council may determine
18. Twenty-one days notice at the least of every General Meeting, specifying the place, the day and the hour of meeting, and in case of an Extraordinary General Meeting,

the nature of the business to be transacted thereat shall be given to the Members entitled to vote in the manner hereinafter mentioned or in such other manner (if any) as may be prescribed by an Extraordinary General Meeting, but the non-receipt of such notice by any Member entitled to vote shall not invalidate the proceedings at any General Meeting. A copy of such notice shall be posted upon the Club-house at least seven days before the day of the Meeting and remain up until the Meeting has been held

19. No resolution passed at any Extraordinary General Meeting shall be valid unless thirty Members entitled to vote are present when the vote is taken. If within half-an-hour from the time appointed for the meeting a quorum of Members entitled to vote is not present, the Meeting if convened upon requisition of Members entitled to vote shall be dissolved; in any other case it shall stand adjourned to the same day in the following week at the same time and place and if at such adjourned meeting a quorum of Members entitled to vote be not present the Members entitled to vote and present shall be a quorum and may transact the business for which the meeting was called
20. The President of the Club or, in their absence, the Chairperson of the Council or the Vice-Chairperson of the Council or, in the absence of any of the foregoing, a Vice-President of the Club shall preside as Chairperson at every General Meeting of the Club and if none of such persons be present within fifteen minutes after the time appointed for the meeting, the Members present may, if they think fit, propose one of their number to be Chairperson of such meeting
21. The Chairperson may with the consent of any General Meeting adjourn the same from time to time and from place to place but no business shall be transacted at any

adjourned Meeting other than the business left unfinished at the meeting from which the adjournment took place

22. At any General Meeting a declaration by the Chairperson that a resolution has been carried and an entry to that effect in the book of proceedings of the Club shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution, provided that if any full Member shall challenge the Chairperson's decision, they (the Chairperson) shall count the votes given for or against the resolution and declare the number of such votes

23. On a show of hands every Member entitled to vote present in person shall have one vote, and upon a count being demanded by not less than three such Members present every such Member present in person or by proxy shall have one vote as a Member. The decision of the Chairperson as to the validity of a vote shall be final and conclusive and no such Member shall be entitled to vote at any Meeting unless all moneys due from them to the Club shall have been paid. The Chairperson is entitled to one vote, which may be reserved to be used as a casting vote in cases of equality of votes.

- a) Votes may be given either personally or by proxy
- b) The instrument appointing a proxy shall be in writing under the hand of the appointer or of their Attorney. No person shall be appointed a proxy who is not a Member of the Club and qualified to vote
- c) The instrument appointing a proxy and the Power of Attorney, if any, under which it is signed shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the Meeting, or

adjourned Meeting as the case may be, at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of execution

d) Every instrument of proxy, whether for a specified Meeting or otherwise shall as nearly as circumstances will admit, be in the form or to the effect following:

HORSFORTH GOLF CLUB LIMITED

I,

of

being a Member of THE HORSFORTH GOLF CLUB LIMITED

hereby

appoint

of

or failing them

of

as my proxy to vote for me and on my behalf at the Ordinary (or

Extraordinary) General Meeting of the Company to be held on the

Day of 20... and at any adjournment thereof

AS WITNESS my hand this day of 20...

Signed by the said

in the presence of:

Officers and Council

24. There shall be the following Officers of the Club, namely a President, Vice-President, Men's Captain, Men's Vice-Captain, Ladies Captain, Ladies Vice- Captain, Treasurer, Manager and one or more Honorary Secretaries.
25. The Council shall consist of the President, the Vice-President, the Men's Captain, the Men's Vice-Captain, Ladies Captain, Ladies Vice-Captain, Treasurer, Manager, the Honorary Secretaries and not less than nine full Members

Powers of the Council

26. The Council shall have the control and management of the business and property of the Club and in all cases unprovided for in these Articles it shall be lawful for them to act in such manner as shall appear to them best calculated to promote the purposes intended to be promoted by the Club. In addition to the powers and authorities by these Articles expressly conferred upon them, the Council shall exercise all such powers and do all such acts, deeds and things as may be exercised or done by the Club and are not hereby or by statute expressly directed or required to be exercised or done by the Club in General Meeting
27. Without prejudice to the general powers conferred by clause 26 hereof the Council shall have power:
- a) To pay the costs, charges and expenses, preliminary and incidental, to the promotion, formation, establishment and registration of the Club
 - b) To purchase, hire or otherwise acquire for the purposes of the Club any real or personal property, and so far as the law and the licence of the Board of Trade may from time to time allow, to sell, demise, let, mortgage or dispose of the same

- c) To create a redemption fund, and to take there out monies for the purchase or discharge of all or any of the debentures, bills of exchange, promissory notes or other obligations or securities of the Club or for any other purpose of the Club, and to invest any of the monies of the Club in the purchase or redemption of any such obligations or securities
- d) To erect, maintain, improve or alter any building for the purposes of the Club, and in particular to erect from time to time all such buildings as they may think necessary for the requirements of the Club, and to maintain, improve or alter such buildings
- e) To sell or exchange any part of the real or leasehold property of the Club and to give or receive any money for equality or exchange
- f) To appoint, and at their discretion, remove or suspend such Secretaries, Treasurers, Auditors, Managers, Stewards, Agents, Professionals, Groundsmen, Caretakers, and Servants, for permanent, temporary or special services, As they may from time to time think fit, and to determine their duties and fix their salaries or emoluments and to pay the same out of the funds of the Club
- g) To determine from time to time the conditions on which Members or other persons may use the Club-house of the Company
- h) To borrow or raise money by the issue of or upon bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the Club, or by mortgage or charge of all or any part of the property of the Club, or in such mother manner as the Council shall think fit
- i) To apply any part of the capital or income of the Club for or towards the maintenance, insurance, preservations, improvement, or management of any

property of the Club for the time being, or in their occupation as tenants, or the paying or redeeming of any mortgage or charge which may at any time exist upon any property of the Club or any debts or liabilities to which the Club may for the time being be liable

- j) To adopt any contracts entered into on behalf of the Club
- k) To enter into any contract or take any conveyance or lease in the name of the Club
- l) To invest such part of the funds of the Club as shall not be required for the immediate purposes of the Club on such securities and on such terms as they may think fit, and from time to time to vary such investments
- m) To enter into such contracts and do all such acts and things as they may think expedient for the purposes of the Club
- a) To make from time to time Bye-laws Rules and other regulations for the management of the Club, appointment of Officers and Council members, for the regulation of proceedings of Council, and for the use of the Club-house and Links, and at any time to revoke or alter the same subject to the same not being inconsistent with these Articles; provided that any such Bye-law Rule or Regulation or any revocation or alteration thereof may be set aside by a Special Resolution of a General Meeting

Accounts

28. The Council shall cause true accounts to be kept of the moneys received and expended by the Club, and the matters in respect of which such receipt and expenditure take place and of the assets, credits and liabilities of the Club

29. The Accounts shall be closed on the last day of May in each year and a Balance Sheet shall be made out containing a summary of the property and liabilities of the Club on that day. An account of income and expenditure shall also be prepared for the previous twelve months or such greater or lesser period as may be necessary as a result of a change of accounting period

Payments to the Club

30. All Subscriptions, Entrance Fees, and other Moneys payable to the Club shall be received by the Treasurer

Notices

31. A notice may be served by the Club upon any Member, either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address, and any notice sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted. Any notice sent by electronic mail shall have a read receipt as proof of acknowledgement by the Member.

Indemnity of Officers

32. The Council and Officers of the Club and their respective heirs, executors, and administrators shall be indemnified and saved harmless out of the Club from and against all charges, costs, losses, damages and expenses which they or any of them shall or may incur or sustain in or about the execution of their respective offices or trusts or in or about any contracts or agreements made by them for or on behalf of the Club or in furtherance of the objects of the Club, expenses as shall be incurred or

sustained by or through their own wilful default, and none of them shall be answerable for the others of them nor for joining in any receipt for the sake of conformity only, nor for any banker, broker or other person with whom any moneys or effects belonging to the Club shall be or may be lodged or deposited for safe custody, sale, investment or otherwise, nor for the insufficiency of any security on which moneys belonging to the Club shall be placed or invested, nor for any other misfortune, loss or damage which may happen in the execution of their respective offices or trusts or in any way in relation thereto, except the same shall happen by or through their own wilful default respectively

The Seal

33. The Council shall provide a Common Seal with the name of the Club inscribed thereon, and shall change the same from time to time as they may think fit. Such Common Seal shall be kept at the Registered Office of the Club, and be secured by a lock, the key of which shall be kept by the Chairperson or some other Member of the Council. The Common Seal shall not be used except under and by virtue of a Minute of the Council and in the presence of two Members of the Council, who shall attest the execution of every deed or document to which the Seal shall be so affixed

Arbitration

34. Whatever any difference arises between the Club on the one hand and any of the Members, their executors, administrators or assigns on the other hand, touching the true intent or construction or the incidents or consequences of these presents or of the statutes or of the Bye-laws, Rules and regulations hereunder mentioned, or touching anything then or thereafter done, executed, omitted or suffered in pursuance of these presents or of the statutes or of the Bye-laws, Rules and

regulations, or touching any breach or alleged breach of these presents or any claim on account of any such breach or alleged breach or otherwise relating to the premises or to these presents or to the statutes or to the Bye-laws, Rules, and regulations or to any of the affairs of the Club, every such difference shall be referred to the decision of an Arbitrator to be appointed by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators of whom one shall be appointed by each of the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators of whom one shall be appointed by each of the parties in difference, or of any Umpire to be appointed by the two Arbitrators

35. The costs of and incident to any such reference and award shall be in the discretion of the Arbitrator, Arbitrators or Umpire respectively, who may determine the amount thereof or direct the same to be taxed as between solicitor and client or otherwise, and may award by whom and in what manner the same shall be borne and paid
36. The submission to arbitration shall be subject to the provisions of the "Arbitration Act 1889" or any then subsisting modification thereof and shall be made a rule of Her Majesty's High Court of Justice upon the application of either party and such party may instruct Counsel to consent thereto for the other parties
37. The permitted hours shall as from the 15th day of September 2015 be such as may from time to time be determined by the Council in accordance with the provisions of the Licensing Act 2003 and with the Premises License Prem/030657/001 shall apply.
38. a) A Member may introduce friends and the Council at their discretion may allow visitors who on their names being entered in the book kept for Visitors names and upon payment of a Green Fee may use the facilities of the Club for one day
b) Such Green Fees as aforesaid shall be determined from time to time by the Council

- c) Such visitors for one day shall be entitled to the use of the Club House and to use of the Course and provided such Visitor has played golf to purchase intoxicating liquors at his or her own expense for consumption only on the Club premises
- d) Friends of Members who do not play golf must be recorded in the book provided and may use the facilities of the Club House and may purchase intoxicating liquor
- e) Junior Members under the age of 18 years shall not be permitted to purchase intoxicating liquor
- f) No person shall receive any pecuniary advantage from the sale of intoxicating liquor apart from any benefit accruing to the Club as a whole

NAMES OF SUBSCRIBERS	ADDRESSES AND DESCRIPTION OF SUBSCRIBERS
C I C RISHWORTH	Sandywood, Horsforth Corn Miller
JAS A PURCHAS	Dale View, Horsforth Bank Clerk
T ADAIR	Abbey View, Horsforth Estate Agent
J HOULDEN	Southlands, Horsforth Fire Assessor and Valuer
THOS CLOUG	High Royd, Horsforth Wool Merchant
RICHARD B THACKRAY	Ardleigh, Horsforth Leather Manufacturer
R P BEACHELL	The Bank, Horsforth Bank Manager

Dated this 26th day of February 1914

Witness to the above Signatures,

FRANK WALES

Micklefield Lane, Rawdon
Bank Clerk