THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

The Royal Eastbourne Golf Club Limited

Company Number 00132651
INDEX TO THE ARTICLES

PART 1   INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms
2 Liability of members

PART 2   DIRECTORS

3 Board
   APPOINTMENT OF DIRECTORS
4 Methods of appointing directors
5 Termination of director's appointment
6 Directors' remuneration
7 Directors' expenses
   DIRECTORS' POWERS AND RESPONSIBILITIES
8 The Board of Directors
9 Directors' General Authority
10 Members' reserve power
11 Directors may delegate
12 Committees
   DECISION-MAKING BY DIRECTORS
13 Directors to take decisions collectively
14 Unanimous decisions
15 Calling a directors' meeting
16 Participation in directors' meetings
17 Quorum for directors' meetings
18 Chairing of directors' meetings
19 Casting vote
20 Conflicts of interest
21 Records of decisions to be kept

PART 3   MEMBERS

BECOMING AND CEASING TO BE A MEMBER
22 Applications for membership
23 Entrance Fees and Subscriptions
24 Termination of membership
25 Sickness & Injury Policy
26 Dress Code
   ORGANISATION OF GENERAL MEETINGS
27 Resolutions
28 General Meetings
29 Notice of General Meetings
30 Recipients of Notices of General Meetings
31 Quorum for general meetings
32 Chairing general meetings
33 Attendance and speaking by non-members
34 Adjournment
   VOTING AT GENERAL MEETINGS
35 Voting general
36 Errors and disputes
37 Poll votes
38 Proxy Notices
39 Content of proxy notices
40 Delivery of proxy notices
41 Revocation and General Rules
42 Amendments to resolutions

Updated following EGM in February 2016
PART 4  ADMINISTRATIVE ARRANGEMENTS

43 Means of communication to be used
44 By-laws
45 Dissolution
46 Income and Property
47 Right to inspect accounts and other records

DIRECTORS' INDEMNITY AND INSURANCE

48 Indemnity
49 Insurance
50 Secretary
51 Accounts
52 Audit
53 Complaints and Suggestions
54 Objects

COMPANY BY-LAWS

1 The Board
2 Membership
  2.1 Categories of Membership
  2.2 Election of members
  2.3 Discipline and Expulsion of Members
  2.4 Entrance Fees and Subscriptions
  2.5 Bar Credit
  2.6 Sickness & Injury Policy
PART 1  INTERPRETATION AND LIMITATION OF LIABILITY

1. - Defined terms

In the articles, unless the context requires otherwise—

"the Act" means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force

"articles" means the company's articles of association,

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"Board" means the board of directors of the company from time to time

"By-laws means Rules and Regulations made by the Board for the efficient operation and management of the Company"

"Captain" means the Club Captain as appointed in accordance with the Rules and By-Laws of the Club

"Chairman" means the Chairman of the Company,

"Chairman of the meeting" has the meaning given in article 31,

"the Club" means the unincorporated association operating as "The Royal Eastbourne Golf Club"

"the Company" means "The Royal Eastbourne Golf Club Limited"

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

"Director" means a director of the company, and includes any person occupying the position of director, by whatever name called,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"electronic form" has the meaning given in section 1168 of the Companies Act 2006,

"ex-officio directors" means the persons elected pursuant to Rule 5 1 of the Club Rules and By-Laws and confirmed at the Company Annual General Meeting

"Member" means a Member of the Company as defined in the Company By-Laws

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006,

"participate", in relation to a directors' meeting, has the meaning given in article 16,

"proxy notice" has the meaning given in article 37,

"the Rules" and "By-laws" means the rules and by-laws of The Royal Eastbourne Golf Club in force from time to time

"Secretary" means any person appointed to perform the duties of the secretary of the Company,

"special resolution" has the meaning given in section 283 of the Companies Act 2006,

"subscriptions" means the annual subscriptions as determined by ordinary resolution in general meeting

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006,

"the United Kingdom" means Great Britain and Northern Ireland

"voting member" has the meaning set out in the By-Laws

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Updated following EGM in February 2016
Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

The masculine includes the feminine and, where appropriate, the singular includes the plural.

2 - Liability of members

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

(a) payment of the company’s debts and liabilities contracted before he ceases to be a member;

(b) payment of the costs, charges and expenses of winding up, and

(c) adjustment of the rights of the contributories among themselves.

PART 2 DIRECTORS

3 - BOARD

The Board shall consist of the Chairman, the Directors of the Company and the Ex-Officio Directors. The minimum number of Directors appointed by the Company (including the Chairman) shall be four and the maximum number shall be nine. The Ex-Officio Directors shall not at any time exceed in number the Directors appointed by the Company. The Company Secretary shall also be a member of the Board by virtue of his office but shall not have a vote.

APPOINTMENT OF DIRECTORS

4. - Methods of appointing directors

(1) The Chairman of the Board and Directors will be elected into the positions set out in By-law 1 at the Company Annual General Meeting.

(2) A notice calling for nominations for members to fill vacancies for Chairman and Directors of the Company shall be posted on the Notice Board by the Secretary, not less than forty four clear days before the date of the Annual General Meeting. A nomination, in order to be valid, must be supported by the signatures of the Proposer and Seconder, who must be Voting Members of at least three years standing, and of the Nominees certifying their willingness to serve if elected and submitted to the Secretary at least 28 days before the Annual General Meeting. Notices of such Nominations will be posted on the Notice Board not less than twenty one clear days before the date of the Annual General Meeting.

(3) If any non-voting member is elected as a director he shall have full voting rights at General Meetings.

(4) The Ex-Officio Directors must be confirmed by the Chairman at the Company Annual General meeting.

(5) The Directors shall be elected to hold office by a ballot of Members carried out at the Annual General Meeting of the Company under direction of the Chairman of the Meeting.

(6) Directors shall be appointed for a period of three years. At the end of the period of three years the Director may be re-elected for a further three years until a maximum period of six years have been served in any one role continuously.

(7) If by reason of illness or otherwise a director is unable to carry out his duties for a period of two months or fails to attend fifty percent of Board meetings in a one year period, the Directors may disqualify or suspend the director for such period if it shall consider appropriate. A simple majority vote will be required in such circumstances.

(8) If a vacancy occurs as a result of the death, resignation or other reason of a director, or there are insufficient nominations or an additional director is needed to fill a new operational role, another Member shall be appointed by the Directors to fill the vacancy.
The Directors have the power to co-opt to fill any vacancies. Any member so appointed shall hold office until the next Annual General Meeting but shall be eligible for election.

5. - Termination of director’s appointment

(1) The office of a Director or Ex-Officio director shall be vacated if the director
   a) without the consent of the Company given at a General Meeting, holds any other office of profit under the Company, or
   b) becomes bankrupt or makes any arrangement or composition with his creditors generally or
   c) becomes prohibited from being a director by reason of any order or provision of the Company Directors Disqualification Act 1986, or
   d) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs, or
   e) resigns his office in writing to the Company, or
   f) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest therein, or
   g) ceases for any reason to be a member of the Company

(2) The Company may by ordinary resolution, of which special notice has been given, remove any director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such director

(3) The Company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding Article. The Company in General Meeting may appoint any person to be a director either to fill a casual vacancy or as an additional director

6. - Directors’ remuneration

No Director shall be appointed to any salaried office and no remuneration or other benefit in money or money’s worth shall be paid or given to any Director of the Company

7. - Directors’ expenses

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

   (1) meetings of directors or committees of directors,
   (2) general meetings, or
   (3) separate meetings of the holders of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

DIRECTORS’ POWERS AND RESPONSIBILITIES

8. - The Board of Directors

The Board shall be responsible for the general policy, administration, and the development of the Company

9. - Directors’ General Authority

   (1) Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company as detailed in these Articles and in the Rules of the Club. No alteration of the Articles and no such direction shall invalidate any prior act of the Board which
would have been valid if that alteration had not been made or that direction had not been
given. The powers given by this Article shall not be limited by any special power given to the
Board by the Articles and a meeting of Directors at which a quorum is present may exercise
all powers exercisable by the Board.

(2) The Board may make or amend By-laws as it considers necessary subject to acceptance of
such By-laws at a General meeting. See Article 44.

(3) The Board may, in accordance with the consent of the Members granted at a General Meeting,
exercise all the powers of the Company to borrow money and to mortgage or charge its
undertaking and property, or any part thereof, and to issue debentures, debenture stock and
other securities, whether outhright or as security for any debt, liability or obligation of the
Company or any third party.

(4) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and
all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or
otherwise executed, as the case may be, in such manner as the directors shall from time to
time by resolution determine.

(5) All acts done or arising out of any meeting of the Board or of any committee or by a person
acting as a Director shall, notwithstanding that it be afterwards discovered that there was
some defect in the appointment of any such Board member or Director, or that they or any of
them were disqualified, be as valid as if every such person had been duly appointed and was
qualified to be a Board member or Director.

(6) Particulars of any proposed major structural alterations to the course or premises, having
been approved by the Board, shall be displayed in the Clubhouse for a period of three weeks.
During this time members may take action under Article 10 below should they consider it
necessary.

(7) Honorary Life Members may be nominated by the Board for election at a General Meeting of
the Company.

10. - Members' reserve power

(1) The members may, by special resolution, direct the directors to take, or refrain from taking,
specified action. See Article 27.

(2) No such special resolution invalidates anything which the directors have done before the
passing of the resolution.

11. - Directors may delegate

(1) Subject to the articles, the directors may delegate any of the powers which are conferred on
them under the articles—
   a) to such person or committee,
   b) by such means (including by power of attorney),
   c) to such an extent,
   d) in relation to such matters or territories, and
   e) on such terms and conditions,
as they think fit.

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

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

(4) All resolutions passed in committee shall be subject to ratification by the Board.

Updated following EGM in February 2016
12. - Committees

(1) The elected Directors will chair their relevant committees. The Board will appoint chairmen for all other committees formed from time to time. The chairman of any committee may co-opt any member to serve on that committee subject to the approval of the Board. The maximum term for any member serving on a committee shall be six years continuously.

(2) A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present. The chairman may vote and in the event of an equality of votes shall have a casting vote.

DECISION-MAKING BY DIRECTORS

13 - Directors to take decisions collectively

The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

14. - Unanimous decisions

(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

15 - Calling a directors' meeting

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

(2) Notice of any directors' meeting must indicate—

   a) its proposed date and time,

   b) where it is to take place, and

   c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

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

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days before the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
16. - Participation in directors' meetings

(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
   a) the meeting has been called and takes place in accordance with the articles, and
   b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

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

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

17 - Quorum for directors' meetings

(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than four, and unless otherwise fixed it is four

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
   a) to appoint further directors, or
   b) to call a general meeting so as to enable the members to appoint further directors

18. - Chairing of directors' meetings

(1) The Board, chaired by the Chairman, will meet at least once every two months for the despatch of business, adjourn and otherwise regulate their meetings as they think fit

(2) If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

19. - Casting vote

The Chairman may vote and in the event of an equality of votes will have a casting vote

20. - Conflicts of interest

(1) A director must declare any personal or corporate interest in and shall not vote in respect of any contract in which he is interested or any matter arising therefrom, and if he does so vote his vote shall not be counted

(2) Subject to paragraph (3), if a question arises at a meeting of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the remaining directors (including the Chairman) whose ruling is to be final and conclusive

(3) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

21. - Records of decisions to be kept

The Board shall cause minutes to be made, in writing and kept for at least 10 years

(1) of all appointments of officers made by the Board
(2) of the names of the Board members present at each meeting of the Board and of any committees of the Board
(3) of all resolutions and proceedings at all meetings of the Company, and of the Board, and of any committees of the Board
PART 3  MEMBERS
BECOMING AND CEASING TO BE A MEMBER

22. - Applications for membership
   (1) Membership of the Company shall be open on application to anyone interested in the sport of
golf regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other
beliefs. However, limitation of membership according to available facilities is allowable on a
non-discriminatory basis
   (2) There may be different categories (see By-Law 1) of membership and subscription on a non-
discriminatory and fair basis
   (3) The subscriptions of certain categories of membership will be kept at levels that will not pose
a significant obstacle to people participating
   (4) The number of members of the Company is unlimited
   (5) New members shall be admitted by the directors
   (6) Membership of the Company automatically makes the individual a member of the Club

23. - Entrance Fees and Subscriptions (see By-Law 2.4)
   (1) The entrance fee and rates of annual subscription shall be as shown on the notice board and
shall remain in force until amended at a General Meeting. The Board may, however, at its
discretion, waive any such fees or subscriptions. New members shall pay their entrance fee
(if any) and subscription due within one month of the date of their election
   (2) Members elected during the year shall be required to pay the full entrance fee but the
subscription may be based proportionately to the number of months until the end of the
current year except that such new members shall be required to pay a minimum of one
quarter's subscription for that year

24 - Termination of membership
   (1) The Board shall have the power to suspend for a period not exceeding six calendar months or
to expel any member whose conduct is, or has been, in the opinion of the Board, unworthy of
a member or contrary to the interests of the Company or the Club or injurious to its reputation
   (2) Any member wishing to resign must do so in writing to the Club Manager at least seven days
before the end of the financial year or he shall be liable for the following year's subscription.
Former members wishing to re-join shall be subject to re-election. The Board shall have full
discretion in deciding whether such former members shall pay an entrance fee
   (3) A person's membership terminates when that person dies
   (4) Any member of the Company who ceases to be a member for whatever reason forfeits all
rights to or claims upon the Club or the Company, its property or funds, or any return of fees
or subscriptions paid (see By-Law 2.4.5) and remains liable for any fees or charges due from
him as at the date of cessation including, for the avoidance of doubt, the undertaking to
contribute the sum of £1 set out at Article 2 above
   (5) For procedures & appeals process see By-Law 2.3

25. - Sickness & Injury Policy
    The Board manage a sickness policy for those members who through sickness or injury are
unable to play golf. See By-Law 2.6

26. - Dress Code
    The Board shall publish codes of dress for on and off the course for both Members and
guests, and the Board shall have the power to amend such dress code from time to time

Updated following EGM in February 2016
ORGANISATION OF GENERAL MEETINGS

27. - Resolutions
(1) All resolutions at General or Annual Meetings will be deemed Ordinary unless the Companies Act or the Company’s articles of association require them to be Special
(2) Any proposed resolution, of which 28 days’ notice in writing prior to the Meeting shall be given to the Secretary, may be discussed and voted upon
(3) All Resolutions at a General Meeting or Annual General Meeting must be proposed and seconded in writing by a Voting Member or by the Board

28 - General Meetings
(1) The company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the directors shall appoint
(2) A General Meeting of the Company, other than an Annual General Meeting may be called by
   a) the directors at any time they consider necessary, or
   b) twenty members signing a requisition supporting a specific resolution

29. - Notice of General Meetings
(1) The Annual General Meeting of the Company shall be called by twenty one days’ notice in writing at the least
(2) Any other General Meeting called for passing Ordinary Resolutions requires fourteen days’ notice, whilst General Meetings called for passing Special Resolutions requires twenty one day’s notice
(3) Notice shall be exclusive of the day on which it is served or deemed to be served but inclusive of the day and hour of meeting
(4) The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

30 – Recipients of Notices of General Meetings
Notice of every General Meeting shall be given to
   a) every Voting member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them
   b) the auditor for the time being of the Company
   No other person shall be entitled to receive notices of General Meetings

31. - Quorum for General Meetings
No business shall be transacted at any General Meeting unless a quorum of members is present save as herein otherwise provided, twenty members present in person shall be a quorum

32. - Chairing General Meetings
The Chairman of the Company shall preside as chairman at every General Meeting of the Company, or if there is no such person present at the time appointed for the holding of the meeting the directors present shall elect one of their number to be chairman of the meeting. If at any meeting no director is willing to act as Chairman or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall, by simple majority, elect one of their number to be Chairman of the meeting

33 - Attendance and speaking by non-members
The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting

Updated following EGM in February 2016
34. - Adjournment

(1) If within half an hour from the time appointed for meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other day and at any other time and place as the directors may determine. At any such adjourned meeting, twenty members shall constitute a quorum.

(2) The Chairman may, with the consent of any 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 any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.

VOTING AT GENERAL MEETINGS

35. - Voting: general

(1) Only Voting members of the Company shall be entitled to receive notice of, attend, and vote at, any meeting of the Company. Every such member shall have one vote.

(2) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, taking into consideration any proxy votes. A declaration by the Chairman that a resolution has or has not been passed, or passes with a particular majority, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in recorded minutes of the meeting shall also be conclusive evidence of that fact without such proof. A declaration or entry shall not be conclusive evidence if a poll is demanded in respect of the resolution, and the demand is not subsequently withdrawn.

(3) No member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Company have been paid.

36. - Errors and disputes

(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

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

37. - Poll votes

(1) A poll on a resolution may be demanded—
   a) in advance of the general meeting where it is to be put to the vote, or
   b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by—
   a) the chairman of the meeting,
   b) the directors,
   c) two or more persons having the right to vote on the resolution, or
   d) a person or persons representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if—
   a) the poll has not yet been taken, and
   b) the chairman of the meeting consents to the withdrawal.

(4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.
38. - Proxy Notices.

Any member of the Company may appoint another voting member of the company as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. Every notice calling a meeting of the Company shall include, with reasonable prominence, a statement informing the member of his rights to appoint a proxy.

39. - Content of Proxy Notices

(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
   a) states the name and address of the member appointing the proxy,
   b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
   c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
   d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

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

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(4) Unless a proxy notice indicates otherwise, it must be treated as—
   a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
   b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

The following is an example:

[I/We], [name] of [address] being [a member/members] of the above-named company hereby appoint [name] of [address] or failing [him/her] [name] or [address] as [my/our] proxy to vote in [my/our] name[s] and on [my/our] behalf at the general meeting of the Company to be held on [date and time] and at any adjournment.

[Directions, if any, as to how the proxy is required to vote]

Unless otherwise instructed the proxy shall vote as he or she thinks fit.

Dates this day of 20

Signature(s) of appointor member(s)

40. - Delivery of proxy notices

(1) The instrument appointing a proxy must be received by the Company no later than the following time:
   a) in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting,
   b) in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll,
   c) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded.

In calculating the periods in this Article, no account shall be taken of any part of a day that is not a working day.

Updated following EGM in February 2016
(2) In default of compliance with this Article the instrument of proxy shall not be treated as valid. A valid instrument of proxy shall be deemed, unless expressing the contrary, to confer authority to demand or join in demanding a poll. An otherwise valid instrument of proxy shall only be deemed invalid if a revocation of proxy, in whole or in part, shall be received by the Company AND/OR the appointee prior to the exercise of the proxy at the meeting or the adjourned meeting.

41 - Revocation and General Rules

(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

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

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

42 - Amendments to resolutions

(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

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

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

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

PART 4 ADMINISTRATIVE ARRANGEMENTS

43 - Means of communication to be used

(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Updated following EGM in February 2016
44. - By-laws
A proposal of any new, amendment or repeal of any By-Law shall be by way of ordinary
resolution at a General Meeting of the Company

45. - Dissolution
Upon dissolution of the Company any remaining assets shall be given or transferred to another
registered Community Amateur Sports Club (CASC), a registered charity or the sport's
governing body for use by them in related community sports

46. - Income and Property
The income and property of the Company shall be applied solely towards the promotion of its'
objects as set forth in Article 54 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
Company and no Director shall be paid by way of salary or fees, or receive any remuneration or
other benefit in money or money's worth from the Company. All surplus income or profits are to
be reinvested in the Company. No surpluses or assets will be distributed to members or third
parties.

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

DIRECTORS' INDEMNITY AND INSURANCE

48. - Indemnity
Subject to the provisions of the Act but without prejudice to any indemnity to which a director
may otherwise be entitled, every director or other officer or committee member of the Company
shall be indemnified out of the assets of the Company against any liability incurred by him in
defending any proceedings, whether civil or criminal, in which judgment is given in his favour or
in which he is acquitted or in connection with any application in which relief is granted to him by
the courts from liability for negligence, default, breach of statutory or other duty or breach of
trust in relation to the affairs of the Company - SUBJECT ALWAYS that the person so
indemnified must have acted honestly, reasonably and in the best interests of the Company
and is entitled to be indemnified

49. - Insurance
(1) The directors may decide to purchase and maintain insurance, at the expense of the
company, for the benefit of any relevant director in respect of any relevant loss

(2) In this article—
   a) a "relevant director" means any director or former director of the company or an
      associated company,
   b) a "relevant loss" means any loss or liability which has been or may be incurred by a
      relevant director in connection with that director's duties or powers in relation to the
      company, any associated company or any pension fund or employees' share scheme
      of the company or associated company, and
   c) companies are associated if one is a subsidiary of the other or both are subsidiaries
      of the same body corporate

50. - Secretary
Subject to the provisions of the Act, the secretary shall be appointed by the directors for such
term, at such remuneration and upon such conditions as they may think fit, and any secretary
so appointed may be removed by them.

Updated following EGM in February 2016
51. - Accounts
The directors shall cause accounting records to be kept and laid before the Company in a General Meeting in accordance with the Act. The following must be included:
- Directors’ Reports
- An Income & Expenditure account
- A Balance Sheet
- Notes to the accounts
- Report from an appropriate external verifier approved annually by the Board
These documents shall not less than fourteen days before the date of the meeting, be made available to every member of, and every holder of debentures of, the Company.

52 - Audit
A suitable external body shall be appointed annually by the Board to conduct either, an independent examination or full audit, as deemed appropriate.

53. Complaints and Suggestions
Complaints of any nature shall be made in writing to the Club Manager, for submission to the Board. Suggestions shall be entered in the Suggestions Book.

54 Objects
The Company's Objects are:

1. The main purpose of the Company is to provide facilities for and to promote participation in the amateur sport of golf in Eastbourne and district.

2. To acquire and take over all or any part of the undertaking, assets and liabilities of the present unincorporated association known as The Royal Eastbourne Golf Club.

3. To promote the game of golf and other athletic sports and pastimes and to encourage social intercourse among the members of the Company and in particular to lay out, prepare and maintain golf courses on or at Eastbourne or elsewhere, for golf and other purposes of the Company, and to provide clubhouses, pavilions, lavatories, kitchens, refreshment rooms, dormitory houses, workshops, sheds and other conveniences in connection therewith, and to furnish and maintain the same and permit the same to be used by the members of any club established by the Company or The Royal Eastbourne Golf Club or their friends either gratuitously or upon other terms, and if thought fit to manage the affairs of any such club.

4. To establish, maintain and conduct a golf club for the accommodation of the members of the Company and their friends and generally to afford them all the usual privileges, advantages and accommodation of a golf club.

5. 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;

6. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct and maintain and alter any buildings or erections necessary or convenient for the work of the Company.

7. To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its Objects.

8. To purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required which may be conveniently used in connection with the grounds, clubhouse or other premises of the Company by persons frequenting them, whether members of the Company or not.

9. To buy, prepare, make, sell and deal in all kinds of apparatus and equipment used in connection with golf and in all kinds of liquors, provisions and refreshments required or used by members of the Company or other persons using the grounds, clubhouse or premises of the Company.
(10) to hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them and other persons in return for services rendered to the Company salaries, wages, charges and pensions,

(11) to support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the Company or its employees, or may be connected with golf, to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Company, or to the wife, widow, children or other needy relatives of any such person, to make payments towards insurance, and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company,

(12) to borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may from time to time be determined,

(13) to invest and deal with the monies of the Company not immediately required upon such investments, securities or property and in such manner as may from time to time be determined,

(14) to do all such other lawful things as are incidental or conducive to the attainment of any of the above Objects, and

(15) to do all such things as the directors consider to be in the best interests of the golf club

PROVIDED THAT

(1) all income and property of the Company howsoever derived shall be applied solely towards the promotion of the Objects of the Company 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 the members of the Company. Notwithstanding, nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company in return for services actually rendered, but no Chairman or director of the Company shall be appointed to any salaried office and no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Chairman or director except payment of out-of-pocket expenses properly and reasonably incurred solely in connection with the Chairman or director's duties as Chairman or director, and

(2) if upon the winding up of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members of the Company, but shall be gifted or transferred for no consideration in whole or in part to such other company or association having objects similar to the Objects of the Company and which shall likewise prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company. Such company or association may be determined by the members of the Company in general meeting and a determination to that effect shall be a condition precedent to any members' resolution to voluntarily wind up the Company.
Company By-Laws

1. The Board
   Directors will be elected into operational roles within the Company. The minimum number of Directors shall be four to fill the roles of Chairman, Director of Finance and two other operational roles as thought fit and defined by the Management Committee from time to time.

2. Membership
2.1 CATEGORIES OF MEMBERSHIP

VOTING MEMBERS

1) Full Member. Full playing members are Ladies and Gentlemen who have paid the full subscription and have the rights and privileges of membership.

2) Full Member 70-74 A Full Member but must be at least 70 years of age or under 75 years of age and with a minimum of 15 years full membership, as at the 1st of April of the membership year.

3) Full Member 75 As 1) above but must be at least 75 years of age and with a minimum of 15 years full membership, as at the 1st of April of the membership year.

4) Privilege 30 A Full Member but must be at least 75 years of age and with a minimum of 30 years of full membership, as at the 1st of April of the membership year.

5) Honorary Life Member A Full Member except annual subscription is waived.

6) Life Members. A Full Member may, with the approval of the Board, become a Life Member on payment of such sum, as the Board shall decide.

7) a) Intermediate Member 19-35 A Full Member but must be at least 19 years of age or under 36 years of age, as at the 1st of April of the membership year. Subscription rates will be increased in equal steps between the age limits from Junior 12-17 (cat 12) until full membership is attained. No joining fee will apply to this category.
   b) Intermediate Member 18 A Full Member who will be 18yrs of age, as at the 1st of January and the 1st of April of the membership year. Subscription rates will be the same as Junior 12-17 category.

8) Hartington Member This category of membership is open to Ladies and Gentlemen, who having paid the appropriate subscription, have the rights and privileges of membership but are allowed only to play golf on the Hartington course.

9) Hartington Member 75-79 A Full Member but must be at least 75 years of age or under 80 years of age and with a minimum of 15 years Full membership, as at the 1st of April of the membership year. Playing of golf is restricted to the Hartington course.

10) Hartington Member 80-84 A Full Member but must be at least 80 years of age or under 85 years of age and with a minimum of 15 years Full membership, as at the 1st of April of the membership year. Playing of golf is restricted to the Hartington course.

11) Hartington Member 85 A Full Member but must be at least 85 years of age and with a minimum of 15 years Full membership, as at the 1st of April of the membership year. Playing of golf is restricted to the Hartington course.

Updated following EGM in February 2016
12) **Composite Member 2013.** Must be at least 75 years of age with a minimum of 15 years full membership or suffering from a physical disability confirmed by a medical certificate - allowed to play on Hartington course plus holes 1st & 11th to 18th on the Devonshire course

**NON VOTING MEMBERS**

13) **Junior 12-17** - must be at least 12yrs of age or under 18 years of age, as at the 1st of January of the membership year. Such members shall have the right to use facilities of the Clubhouse, the practice facilities and the golf courses and may play in competitions, subject to the conditions of the Junior By -Laws (see Club By-Laws), but otherwise they shall have none of the rights and privileges of membership

14) **Junior 12 - as 13)** but must be under 12yrs of age, as at the 1st of April of the membership year  
(See 19 below)

15) **Full time Student - as 13 )** above but must be over 18yrs of age, as at the 1st of April of the membership year and have not completed their full-time education and previously have been a junior member of the Club

16) **University of Brighton** must be a full time student of the University and previously a member of this Club or a member of another recognised Golf Club

17) **Eastbourne College as 13)** but must be a current and nominated pupil of the School

18) **Academy.** Such members shall have the right to use facilities of the Clubhouse, the practice facilities and the Hartington golf course, but otherwise they shall have none of the rights and privileges of membership. This category of membership is renewable every year and may not exceed three years in total, unless agreed by the Board

19) **Junior Academy.** Such members must have attended the Saturday teaching sessions, be recommended by the coaches and be aged under 12 on application. Membership of this category will cease at age 12, but application may then be made for membership of the Junior Section. It will be possible to apply for this latter category prior to age 12, subject to recommendation by the Junior Committee. Subject to availability, such members shall have the right to use facilities of the Clubhouse, the practice facilities and the Hartington golf course. Otherwise, they shall have none of the rights and privileges of membership. The maximum number of members of this category shall be no more than 50 or such number as the Board shall from time to time determine

20) **Country Members** must not have a place of permanent residence within a radius of 50 miles of the Clubhouse and must be a member of another recognised golf club. A Country Member residing within a 50 mile radius of the Clubhouse for more than three months in any subscription year automatically becomes a Full Member and shall pay the balance of the full rate of subscription for that year, together with such entrance fee as shall be decided by the Board. A Country Member shall only be permitted to play twenty times per annum subject to a maximum of 14 days in succession at the discretion of the Club Manager. All Country Members are eligible to enter medal and Stableford competitions. Those Members who have held (and still hold) a membership of the Company/Club for a period of 5 consecutive years may play in all Club competitions, including Trophy competitions. Entry to all competitions is conditional on the Member not exceeding the twenty times per annum rule stated above, and the Member must have a valid and active handicap maintained in accordance with CONGU/UHS or like system

21) **Overseas Members** must not permanently reside in the UK for more than 2 months in any 12 month period, and must be a member of another recognised golf club. Overseas membership is based on the assumption that the member will not play for more than the equivalent of one month in any Club year. If this limit is exceeded, the Club Manager must be informed and a proportional additional subscription may be levied. All Overseas Members are eligible to enter medal and Stableford competitions. Those Members who have held (and still hold) a membership of the Company/Club for a period of 5 consecutive years may play in all Club competitions, including Trophy competitions. Entry to all competitions is conditional on the
Member not exceeding the one-month period of play rule stated above, and the Member must have a valid and active handicap maintained in accordance with CONGU/UHS or like system

22) **Social Members** shall be entitled to the use of the Clubhouse and all facilities thereof, but otherwise shall have none of the rights and privileges of membership and shall not be eligible to serve as Officers of the Club nor on the Board nor committees, nor to attend Annual or Extraordinary General Meetings unless invited to do so by the Board and in any event shall not be eligible to vote at such meetings
Full Members of 20 years continuous standing, who on ceasing to play golf shall be eligible for Social Membership at a reduced rate

23) **Social Spouse** as 22) but must be ‘married’ or a ‘partner’ to a current full member as 1) above

24) **Corporate Members**
Each organisation is subject to approval by the Board. Such members shall have the right to use facilities of the Clubhouse, the practice facilities and the Devonshire & the Hartington golf courses, but otherwise they shall have none of the rights and privileges of membership
Corporate members may only use the facilities from Monday to Friday inclusive. Weekend use is subject only with the approval of the Club Manager or Professional
Individual names for each organisation must be submitted to the Club Manager at the beginning of each Club year
A certified handicap is required to play on the Devonshire course, otherwise three handicap cards must be submitted from play on the Hartington course before play is allowed on the Devonshire course
The number of members to each corporate body will be decided by the Board and a notice period of one year will be given if membership is to be terminated

25) **Staff Members**, [excluding those on temporary or casual contracts] shall be entitled to the use of the Clubhouse and all facilities thereof, but otherwise shall have none of the rights and privileges of membership
They will be allowed full use of all the golfing facilities, be able to enter Club Competitions and represent the Club, subject to the discretion of the Board
At the conclusion of their employment individuals who were members prior to their employment may resume their previous membership status, subject to the approval of the Board, and years of staff membership will count towards entitlement to senior membership in due course

26) **Temporary Members**
Visitors may be admitted as temporary members on payment of the appropriate green fees but the Board shall have the right of withdrawing this privilege at any time. No individual playing or non-playing guest of a member may be introduced more than six times in any one calendar year. Members introducing a playing guest must play with that guest

2.2 **ELECTION OF MEMBERS**

2.2.1 Every candidate for membership shall submit a completed application form for membership obtainable from the Club Manager

2.2.2 All applicants for membership shall be interviewed by the Membership Committee, nominated by the Board. The Membership Committee may refuse membership only for good cause such as conduct or character likely to bring the Company / Club or the sport of golf into disrepute

2.2.3 A candidate for Country Membership must be a Full Playing Member of some other recognised Golf Club but the Board may waive this requirement in the case of existing Intermediate Members in the 19-35 age categories. Candidates for Country Membership must also reside outside a 50 mile radius of the Clubhouse for not less than nine months in any subscription year

Updated following EGM in February 2016
2.2.4 The Club Manager shall, without delay, inform candidates of their election to membership, and at the same time furnish them with a copy of the Articles of Association & By-Laws of the Company and Rules and By-Laws of the Club. A Member having been elected to membership shall be deemed to submit to the Articles and By-Laws of the Company and Rules and By-laws of the Club.

2.2.5 Appeal against refusal of membership – the applicant may appeal in writing, such an appeal to be addressed to the Club Manager within a period of seven days of the date of receiving notification of his refusal. The appeal shall be heard by three Past Captains, none of whom shall have been members of the Membership Committee and the result of the appeal shall be final.

2.3 DISCIPLINE AND EXPULSION OF MEMBERS

2.3.1 Any matter arising under Article 24 (1) shall be considered by a minimum of three and not more than five members of the Board hereinafter referred to as the Disciplinary Committee.

2.3.2 The member concerned shall be given at least fourteen days’ notice in writing of the meeting at which the question of his suspension or expulsion is to be considered, the date, time and place of the meeting being stated in the letter.

2.3.3 Details of the matter giving rise to the consideration of such question shall be stated in the letter in such detail as will enable the member to understand the nature of the complaint and that he shall have the right to be accompanied at the hearing by another member not being a member of the Board or the Disciplinary Committee.

2.3.4 At the meeting, the member shall be invited to offer an explanation and to make both written and verbal representations and shall be heard in his own defence, either in person or by his representative and both the member and the Disciplinary Committee shall be entitled to call witnesses in respect of the matter set out in the letter of complaint.

2.3.5 An order of suspension or expulsion may be made only after a resolution has been passed by a majority of the Disciplinary Committee present at the meeting.

2.3.6 The member shall be informed in writing of the decision of the Disciplinary Committee within seven days of the meeting.

2.3.7 In the event of the member failing to appear before the Disciplinary Committee, he shall again be requested to appear and shall be informed that in the event of his further failure to attend, then the Disciplinary Committee shall hear the complaint in his absence.

2.3.8 A member suspended or expelled from membership may appeal in writing, such an appeal to be addressed to the Club Manager within a period of seven days of the date of receiving notification of his suspension or expulsion. The appeal shall be heard by three Past Captains, none of whom shall have been members of the Disciplinary Committee, and the result of the appeal shall be final.

2.3.9 If a member shall be suspended from membership he shall forfeit his subscription together with all voting rights at Company and Club General Meetings during such period of suspension and a member who is expelled shall forfeit his subscription and all voting rights at Club and Company General Meetings for the remainder of that subscription year.

2.4 ENTRANCE FEES AND SUBSCRIPTIONS (see Article 23)

2.4.1 Members elected during the year shall be required to pay the full entrance fee, but the subscription may be based proportionately to the number of months until the end of the current year, except that such new members shall be required to pay a minimum of one quarter’s subscription for that year.
2.4.2 All subscriptions and locker & trolley shed rents are due on the 1st day of April in each year.

2.4.3 A member may, with the approval of the Board, become a Life Member on payment of such sum as the Board shall decide.

2.4.4 If the subscription of any member remains outstanding at the end of the month in which it is due, (one month after the first day of the financial year), that member will not be eligible to play golf at the Club until payment has been made. If, following a reminder, the subscription remains outstanding at the end of the following month, membership will automatically cease and if that member wishes to re-join a fresh membership application must be submitted.

2.4.5 When a member resigns or their membership ceases in any way during the year, the return of their subscription for the remainder of the year will be at the discretion of the Board.

2.5. BAR CREDIT

2.5.1 The following category of Member -
- Full & Intermediate Members
- Honorary Members
- Life Members
- Social Members
shall pay to the Company with their subscription the annual sum agreed from time to time by the membership, which sum will be known as "the Bar Credit" and shall be credited to a separate account known as the "Bar Credit" account. Academy members are entitled to a 'swipe card' but are not liable for the "Bar Credit" levy.

2.5.2 The Board shall establish such rules as may be appropriate to control the operation of the Bar Account which rules shall include -
- Provision to ensure that the balance of the Bar Credit account belonging to any individual member is properly recorded and available to members on request
- Provision to ensure that members spending money on bar/catering purchases from the Bar Credit shall be given appropriate discount

2.5.3 The Board to set levels of discount

2.5.4 Credit not used during the year will be carried over

2.5.5 When a member resigns, or their membership otherwise ceases, any balance on the Bar Credit account shall be transferred to the General funds of the Company unless he or his executors request payment within 6 months after cessation of membership.
26 SICKNESS & INJURY POLICY

A member who through illness or injury (sick leave) is prevented from playing golf may apply for a reduction in his subscription for the following year(s) subject to:

- production of a Doctor's note
- there is a minimum period of 3 months & no rebate will be paid for the first 3 month period of any illness/injury.
- the start date of any application will be the date of the application or date of the Doctor's note whichever is the latter. These should not be backdated
- no refunds for the current year will be paid
- a minimum net subscription equating to at least, social membership level must be paid each year to retain 'full' membership
- if illness or injury is longer than 12 months then this will be reviewed by The Board
- whilst on sick leave and subject to the above, the member will be able to use all of Company's facilities except the golf courses
- the member will not lose his membership category and, if eligible, will continue to be able to vote and attend General Meetings
- whilst on sick leave he would be liable to pay bar levy, affiliation fees, locker fees, trolley shed fees

**Rebate allowed**

<table>
<thead>
<tr>
<th>First 3 months</th>
<th>no rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td>April to October (Summer)</td>
<td>rebate of 90% of full category subscription</td>
</tr>
<tr>
<td>November to March (Winter)</td>
<td>rebate of 75% of full category subscription</td>
</tr>
</tbody>
</table>

### Example 1

<table>
<thead>
<tr>
<th>Full member sick for 6 months from 1 July to 1 Jan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Sub</strong></td>
<td><strong>£1,007</strong></td>
</tr>
<tr>
<td>sick</td>
<td><strong>£0</strong></td>
</tr>
<tr>
<td>Jul - Sep</td>
<td>3 mths - 0%</td>
</tr>
<tr>
<td>sick</td>
<td><strong>£75</strong></td>
</tr>
<tr>
<td>Oct</td>
<td>1 mth - 90%</td>
</tr>
<tr>
<td>sick</td>
<td><strong>£126</strong></td>
</tr>
<tr>
<td>Nov - Dec</td>
<td>2mths - 75%</td>
</tr>
<tr>
<td><strong>Total Rebate received</strong></td>
<td><strong>£201</strong>/rebate next April</td>
</tr>
</tbody>
</table>

### Example 2

<table>
<thead>
<tr>
<th>Full member sick for 12 months from 1 April to 1 Apr</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Sub</strong></td>
<td><strong>£1,007</strong></td>
</tr>
<tr>
<td>sick</td>
<td><strong>£0</strong></td>
</tr>
<tr>
<td>Apr - Jun</td>
<td>3 mths - 0%</td>
</tr>
<tr>
<td>sick</td>
<td><strong>£302</strong></td>
</tr>
<tr>
<td>Jul - Oct</td>
<td>4 mths -90%</td>
</tr>
<tr>
<td>sick</td>
<td><strong>£315</strong></td>
</tr>
<tr>
<td>Nov - Mar</td>
<td>5 mths - 75%</td>
</tr>
<tr>
<td><strong>Total Rebate received</strong></td>
<td><strong>£617</strong>/rebate next April</td>
</tr>
</tbody>
</table>

Updated following EGM in February 2016
### Example 3

<table>
<thead>
<tr>
<th>Membership Duration</th>
<th>Subs</th>
<th>01-Apr</th>
<th>£1,007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full member sick for 5 months from 1 Nov to 1 Apr</td>
<td>01-Apr</td>
<td>£1,007</td>
<td></td>
</tr>
<tr>
<td>sick Nov-Jan 3 mths - 0%</td>
<td>00</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>sick Feb-Mar 2 mths - 75%</td>
<td>126</td>
<td>126 rebate next April</td>
<td></td>
</tr>
</tbody>
</table>

### 2.7 GENERAL

2.7.1 Members are responsible for notifying the Club Manager in writing of any change of address and/or telephone number.

2.7.2 The Company will not accept responsibility for itself, its officers, servants or agents in respect of any property brought on to the Company’s premises or entrusted to any of the Company’s officers, servants or agents.

2.7.3 The Company will comply with the requirements of the Licensing Act 2003 (or latest Licensing Act) for all licensable activities.

2.7.4 The Board shall publish codes of dress for on and off the course for both Lady and Gentlemen Members and guests and the Board shall have power to amend such dress regulations from time to time.