

27 September 2022

Company Number: 6027404
The Companies Act 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
GOLF UNION OF WALES LIMITED
Incorporated on 13 December 2006

ARTICLES
OF ASSOCIATION FOR THE GOLF UNION OF WALES LIMITED

(ADOPTED BY SPECIAL RESOLUTION ON 27th DAY OF SEPTEMBER 2022

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1. PRELIMINARY

- 1.1 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.2 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.3 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.
- 1.4 For the purposes of Section 20 of the Companies Act 2006, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

2. DEFINED TERMS

- 2.1 In the Articles, unless the context requires otherwise—

Administrative Year	means 1 April to 31 March each year;
Articles	means the Company's articles of association;
Appointments Committee	means the committee of the Company appointed by the Board from time to time pursuant to Article 11 to advise the Company on appointments to the Board;
Board	means the board of Directors of the Company and constituted in accordance with Article 22;
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;
Business Day	means a day that is not a Saturday or Sunday or any day that is a public holiday in Wales;

Chair of the general meeting	has the meaning given in Article 33.3;
Chairperson	means the person appointed to the post of that name under Article 22.2 who shall not have any material or pecuniary connection with the Company prior to such appointment (save for potentially being a Director) and shall be considered a non-executive director;
Chief Executive Officer	means the Chief Executive Officer appointed from time to time in accordance with Article 23;
Club	means golf clubs within Wales each of which is a “Club”;
Committee	means any one of the Committees recognised by the Board, formed in accordance with the Rules and these Articles and “Committees” refers to all of them;
Company	means Golf Union of Wales Limited;
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;
Member	means Clubs as are admitted to membership by the Company under Article 28 and membership shall be construed accordingly. For the avoidance of doubt a Member shall not include subscribers to the Company’s memorandum as at the date of incorporation;

Ordinary Resolution	means a resolution that is passed by a simple majority of the Members in accordance with section 282 of the Companies Act 2006;
participate	in relation to a directors' meeting, has the meaning given in Article 15;
President	means the president of the Company appointed in accordance with Article 27.1;
Proxy Notice	has the meaning given in Article 38;
Rules	The rules and bye-laws adopted by the Company from time to time in accordance with Article 42;
Special Resolution	means a resolution passed by a majority of the Members of not less than 75% in accordance with section 283 of the Companies Act 2006;
subsidiary	has the meaning given in section 1159 of the Companies Act 2006;
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.

3. **LIABILITY OF MEMBERS**

- 3.1 The liability of each Member is limited to £10, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:-
- 3.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member,
 - 3.1.2 payment of the costs, charges and expenses of winding up, and
 - 3.1.3 adjustment of the rights of the contributories among themselves.

4. **OBJECTS**

4.1 The objects for which the Company is established are to administer, organise and generally act as the governing body of amateur golf in Wales and without prejudice to the generality of the foregoing:

4.1.1 to promote, administer and further the interest of amateur golf in Wales;

4.1.2 to maintain, administer and enforce a handicapping system in Wales together with appropriate course rating systems for ladies and men;

4.1.3 to hold and regulate National Championships in Wales and all other events held under the auspices of the Company;

4.1.4 to select all Welsh amateur golf teams;

4.1.5 to make, maintain and publish such rules and regulations as may be necessary to achieve the objects;

4.1.6 to establish and maintain high standards of greenkeeping.

5. **POWERS**

5.1 In pursuance of the objects set out in Article 4, the Company has the powers as set out in Appendix 1.

6. **INCOME**

6.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

6.2 No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or profit share to any Member. Nothing in these Articles shall prevent any payment in good faith by the Company of:-

6.2.1 reasonable and proper remuneration to any Member, officer, employee or servant of the Company for any services rendered to the Company;

6.2.2 any interest on money lent by any Member or any Director at a reasonable and proper rate;

6.2.3 reasonable and proper rent for premises demised or let by any Member or Director; or

6.2.4 reasonable travelling and out-of-pocket expenses properly incurred by any Director, officer, employee or servant of the Company in carrying out their duties.

6.2.5 reasonable and proper payment to a company of which a Director of the Company may be a member or director, in respect of goods supplied or services provided by such company to the Company provided that any such Director of the Company declares their interest in such payment in accordance with Article 19.1 before such payment is made.

7. **WINDING UP**

7.1 In the event of a winding up or other dissolution of the Company, any funds and assets remaining after satisfaction of its debts and liabilities and the costs of any winding up or other dissolution:-

7.1.1 may not be paid or distributed to the Members; and

7.1.2 must be transferred to one or more entities (whether incorporated or unincorporated) that:-

(a) have the principal purpose of the administration and development of golf in Wales; and

(b) have restrictions on the application of their property (including, without limitation, any dividend, bonus or other distribution of any kind whether as income or capital or in the form of cash or otherwise) at least equivalent to the restrictions applicable under these Articles.

7.2 If that is not possible, they shall be transferred to or applied towards some other purpose or purposes that are charitable in the promotion of sport in Wales under the law of England and Wales.

8. **DIRECTORS' GENERAL AUTHORITY**

8.1 Subject to the Articles, the Directors are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of the Company.

8.2 The Directors shall act upon the Rules so far as the same are consistent with these Articles. If any conflict or ambiguity arises between these Articles and the Rules and Byelaws, these Articles shall prevail.

8.3 The Directors shall review the Articles on a regular basis and leave no more than four years between each review.

9. **MEMBERS' RESERVE POWER**

9.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

9.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

10. **DIRECTORS MAY DELEGATE**

10.1 Subject to the Articles, the Board may delegate any of the powers which are conferred on them under the Articles:-

10.1.1 to such person or Committee;

10.1.2 by such means (including by power of attorney);

10.1.3 to such an extent;

10.1.4 in relation to such matters or territories; and

10.1.5 on such terms and conditions,

as the Directors think fit.

10.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

10.3 The terms of any delegation to a person or Committee shall be recorded in the minute book.

10.4 The Directors may impose any of the following conditions when delegating:

10.4.1 The relevant powers are to be exercised exclusively by the Committee to whom they delegate;

10.4.2 No expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors;

10.4.3 The Directors may revoke or alter a delegation;

10.4.4 All acts and proceedings of any Committees must be fully and promptly reported to the Directors.

11. **COMMITTEES**

11.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

11.2 The Directors may make rules of procedure for themselves and any person, Committee or other body to whom they delegate any of their powers. These Articles shall prevail over such rules of procedure if the Rules are not consistent with these Articles.

12. **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

12.1 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 13.

13. **DECISIONS OUTSIDE OF MEETINGS**

13.1 A decision of the Directors is taken in accordance with this Article when at least 75% of all eligible Directors indicate to each other by any means that they share a common view on a matter.

13.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by at least 75% of all eligible Directors or to which at least 75% of all eligible Directors have otherwise indicated agreement in writing.

13.3 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 Board meeting.

13.4 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.

14. **CALLING A DIRECTORS' MEETING**

- 14.1 Any Director may call a Board meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 14.2 The Board shall meet at least four times per calendar year.
- 14.3 Notice of any Directors' meeting must indicate:-
- 14.3.1 its proposed date and time;
 - 14.3.2 where it is to take place; and
 - 14.3.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 14.4 Subject to 14.5, Notice of a Directors' meeting must be given to each Director but need not be in writing.
- 14.5 Notice of a Directors' meeting need not be given to any Director who waives their entitlement to notice of that meeting. Such waiver can be given by notice to that effect to the Company either prior to, or not more than 7 days after, 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.
- 14.6 All acts done by a meeting of Directors, or a committee of Directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the calling of the meeting or in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

15. **PARTICIPATION IN DIRECTORS' MEETINGS**

- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:-
- 15.1.1 the meeting has been called and takes place in accordance with the Articles, and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 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.

16. **QUORUM FOR DIRECTORS' MEETINGS**

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 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 five, and unless otherwise fixed it is five.

16.3 If the total number of Directors for the time being is less than the quorum required (or less than the minimum number of directors pursuant to Article 22.6), the Directors must not take any decision other than a decision:-

16.3.1 to appoint further Directors, or

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

17. **CHAIRING OF DIRECTORS' MEETINGS**

17.1 The Chairperson shall chair meetings of the Board. If the Chairperson is either ineligible to take part in all or part of a Directors' meeting or 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 (or the relevant part of it).

18. **CASTING VOTE**

18.1 If the numbers of votes for and against a proposal are equal, the Chairperson or other Director chairing the meeting of the Directors has a casting vote.

18.2 But this does not apply if, in accordance with the Articles, the Chairperson or other Director chairing the meeting of the Directors is not to be counted as participating in the decision-making process for quorum or voting purposes.

19. **CONFLICTS OF INTEREST**

19.1 If a Director of the Company is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, that Director must declare the nature and extent of that interest to the other Directors.

19.2 In respect of the interest declared, the Director shall:-

19.2.1 not be counted in the quorum present at the meeting to consider such matter;

19.2.2 have no vote on such matter; and

19.2.3 leave the room and take no further part in the discussion on such matter.

19.3 The provisions of Article 19.2 shall not apply when:-

19.3.1 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

19.3.2 the Director's conflict of interest arises from a permitted cause.

19.4 For the purposes of this Article, the following are permitted causes:-

19.4.1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;

19.4.2 subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

19.4.3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

19.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

19.6 Subject to Article 19.7, if a question arises at a meeting of Directors or of a Committee 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 Chairperson or other Director chairing the meeting

whose ruling in relation to any Director other than the Chairperson or other Director chairing the meeting is to be final and conclusive.

- 19.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson or other Director chairing the meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairperson or other Director chairing the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20. **RECORDS OF DECISIONS TO BE KEPT**

- 20.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

21. **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- 21.1 Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

22. **APPOINTMENT OF DIRECTORS**

- 22.1 The Board shall comprise:

22.1.1 the Chairperson (as appointed in accordance with Article 22.2);

22.1.2 the Chief Executive (as appointed in accordance with Article 23);

22.1.3 up to ten Directors appointed through an open and transparent skills and competency based selection process, including the advertisement of the roles, as determined by the Board. The Board shall use an Appointments Committee to manage the recruitment process (which may involve the use of a recruitment agency at the Committee's discretion) and recommend candidates for appointment. The Board will make the final decision on any appointments.

22.1.4 In appropriate circumstances the board of Directors may co-opt a Director if it is necessary to ensure that the Board has the specialist skills and experience needed to fulfil its role provided that the total number of Directors

does not exceed 12. The Board must not include more than 2 co-opted Directors at any time.

- 22.2 The Chairperson shall be recruited through an open and transparent skills and competency based selection process, including the advertisement of the role, as determined by the Board. The Board shall use an Appointments Committee to manage the recruitment process (which may involve the use of a recruitment agency at the Committee's discretion) and recommend a candidate for appointment. The Board will make the final decision on the appointment. For the avoidance of doubt, this Article does not invalidate the appointment of the Chairperson as at the date these Articles were adopted.
- 22.3 An existing Director may apply for the post of Chairperson and will be considered along with any external candidates.
- 22.4 A Chairperson so appointed shall serve for a four year term from the date of appointment and shall be eligible for re-appointment by the Board for one further term of four years only. In the event that the Chairperson has been a Director before their appointment as a Chairperson, their term as a Director shall not affect their entitlement to serve two full terms as Chairperson subject to the constraint that the cumulative time served as a Director and Chairperson must not exceed 10 years. For the avoidance of doubt a Chairperson may be re-appointed by the Board for a second term without following the open recruitment process required for the initial appointment.
- 22.5 The Chairperson must be a Director of the Company and if a Chairperson ceases to be a director for any reason shall automatically cease to be Chairperson.
- 22.6 There shall be a minimum of 6 Directors and a maximum of 12.
- 22.7 A Director (including any Directors appointed prior to the adoption of these Articles but excluding the Chief Executive Officer whose term of office as a Director is set out in Article 23) may hold office for a period of four years that begins on the day on which they were appointed. A Director may serve a maximum of two consecutive terms of four years. For the avoidance of doubt a Director may be re-appointed by the Board for a second term without following the open recruitment process required for the initial appointment.

23. **CHIEF EXECUTIVE**

- 23.1 The Chief Executive shall be recruited through an open and transparent skills and competency based selection process, including the advertisement of the role, as determined by the Board. The Board shall use an Appointments Committee to manage the recruitment process (which may involve the use of a recruitment agency at the Committee's discretion) and recommend a candidate for appointment. The Board will make the final decision on the appointment and, subject to the provisions of the Companies Act 2006 but notwithstanding the other provisions of these Articles, may on the recommendation of the Appointments Committee appoint the Chief Executive Officer for such term, at such remuneration and upon such conditions as it may think fit and any Chief Executive Officer so appointed may also be removed by the Board.
- 23.2 The Chief Executive Officer shall be a Director by virtue of their office until such time as they cease to be Chief Executive Officer or until (if earlier) they cease to be a Director pursuant to Article 24.
- 23.3 The Board may delegate to the Chief Executive Officer such of their powers as they think desirable to be exercised by the appointed person.
- 23.4 The Chief Executive Officer may undertake any services for the Company that the Directors decide.
- 23.5 The Chief Executive Officer is entitled to such reasonable and proper remuneration as the Board determines:-
- 23.5.1 for their services to the Company as the Chief Executive Officer, and
- 23.5.2 for any other service which they undertake for the Company.
- 23.6 Subject to the Articles, the Chief Executive Officer's remuneration may:-
- 23.6.1 take any form, and
- 23.6.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director. Except that
- 23.6.3 It shall not to any extent be determined by or conditional upon the profits or losses derived from some or all of the activities of the Company or by

reference to the level of the Company's gross income from some or all of its activities.

24. **TERMINATION OF DIRECTOR'S APPOINTMENT**

24.1 A person ceases to be a Director as soon as:-

24.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;

24.1.2 a Bankruptcy order is made against that person;

24.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

24.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

24.1.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;

24.1.6 that person completes the maximum period in office permitted by Article 22.

24.1.7 that person shall have been absent from three consecutive meetings of the Board without permission of the Directors;

24.1.8 that person is suspended from taking part in golf and/or golf management;
or

24.1.9 that person does any act or thing which in the opinion of the Directors brings the Company into disrepute;

24.1.10 that person is removed from office by notice in writing signed by at least 75% of the other members of the Board served upon that person.

24.1.11 A person who ceases to be a Director for any reason set out in this Article 24 (save for Article 24.1.4) , including at the end of the maximum term set out in article 22.7, shall be ineligible for appointment as a Director for a period of 4 years following the date of resignation or the end of the maximum term.

25. **DIRECTORS' REMUNERATION**

25.1 A Director shall not be entitled to any remuneration or fee in connection with their office or the performance of their duties as Directors, save for the role of the Chief Executive Officer who shall receive remuneration in accordance with the terms agreed by the Board pursuant to Article 23.5 .

25.2 The Company may pay any reasonable expenses which the Directors and the secretary (if appointed) properly incur in connection with their attendance at:-

25.2.1 meetings of Directors or Committees of Directors,

25.2.2 general meetings of the Members,

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

26. **THE SECRETARY**

26.1 The Board may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Board so decides, appoint a replacement, in each case by a decision of the Board.

27. **THE PRESIDENT**

27.1 The President shall be appointed by the Board and shall be eligible to hold office for one term of two years with an option to extend in exceptional circumstances determined and agreed by the Board.

27.2 The President shall have the right to attend and speak at general meetings.

28. **MEMBERSHIP**

28.1 A Club shall become a member of the Company if it:

28.1.1 applies to the secretary of the Company, or such other person determined by the Board, using the application process approved by the Board and is as set out in the Rules and Byelaws; and

28.1.2 such application is approved by the Board.

28.2 A letter shall be sent to each successful applicant confirming their membership of the Company and the details of each successful applicant shall be entered into the register of Members by the secretary.

28.3 The Board may prescribe criteria for membership of the Company but shall not be obliged to accept Clubs fulfilling those criteria as Members and may in their absolute discretion, decline to accept any application for membership so long as the reasons for doing so are given to the Club in question, in writing.

28.4 All Members must pay to the Company on becoming a Member an annual subscription fee determined by the Board in accordance with the Rules.

29. **TERMINATION OF MEMBERSHIP**

29.1 A Member may withdraw from membership of the Company by giving 6 months' notice to the Company in writing.

29.2 Membership is not transferable.

29.3 Membership shall cease on the winding up or the dissolution of a Member which is a corporate body.

29.4 The Board may make Rules governing the removal of Members on grounds as it deems appropriate including, but not limited to, the following:

29.4.1 If the Member has, in the opinion of the Board, acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole or if his conduct (whether as a Member or otherwise) is likely to bring the Company, or any of its Directors or Members into disrepute;

29.4.2 If a Member fails to pay any annual subscription or membership fee properly levied by the Board under Article 28.4 above;

29.4.3 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

29.4.4 has failed to observe the terms of these Articles and the Rules.

29.5 Any Member of the Company may be removed from membership in accordance with the Rules or as set out in these Articles but by no other method.

29.6 No removal of a Member is valid or may be relied upon unless the following procedures are adhered to:

29.6.1 If at a meeting of the Board a resolution is passed to remove a Member, the Board must serve a notice on the Member stating that the Board has resolved to invoke the provisions of such Rules as it relies upon and the provisions of these Articles;

29.6.2 The notice to the Member must give the Member the opportunity to make representations to the Board in writing or in person as to why it should not be removed as a Member. The Board must consider any representations made by the Member and, if the representations are not made by the Member at a Board meeting, the Board must consider the representations at the next Board meeting;

29.6.3 After the Board meeting at which the representations are considered, the Board must serve a notice on the Member informing it of the decision. If the decision is to remove the Member, this must be reflected in the register of Members as soon as reasonably practicable.

29.7 There will be no right of appeal from a decision of the Board to remove a Member. After the removal of the Member has been noted in the register of Members it will have no right to attend and vote at general meetings of the Company and it will cease to be entitled to any other benefits of membership.

29.8 A Member who is removed will not be entitled to a refund of any subscription, membership fee or joining fee paid by it for its membership of the Company and shall remain liable to pay to the Company any subscription or other sum owed by them.

30. **NOTICE OF GENERAL MEETINGS OF THE MEMBERS**

30.1 Unless exceptional circumstances prevent it an annual general meeting of the Company shall be held no later than November in each year at a time and place determined by the Board, for the following purposes:

30.1.1 to receive a report and accounts from the Board;

30.1.2 to appoint the Company's auditors and

30.1.3 to transact such other business as may be approved by the Chair of the general meeting.

- 30.2 Every notice convening a general meeting (including the annual general meeting) of the Company must comply with the provisions of:-
- 30.2.1 section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting;
 - 30.2.2 section 325(1) of the Companies Act 2006 as to the giving of information to Members regarding their right to appoint proxies; and
 - 30.2.3 every notice of, or other communication relating to, any general meeting which any Member is entitled to receive must be sent to each of the Directors and to the auditors (if any) for the time being of the Company.
- 30.3 Every general meeting (including the annual general meeting) of the Company shall be convened by the Company giving 28 days' notice.
- 30.4 An extraordinary general meeting of the Company ("EGM") may be called at any time by the Board or:
- 30.4.1 by written requisition of fifteen Members,
 - 30.4.2 and within 14 days of any such requisition, notice (of not less than 28 days) shall be given by the Board to the Members convening the EGM and specifying the business for the EGM.

31. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 31.1 The Members shall be entitled to attend, speak and vote at any general meeting of the Company, but for the avoidance of doubt, each Member shall for this purpose have only one representative at any general meeting.
- 31.2 The Company shall not be under any duty to verify the identity or position of any persons attending any general meeting.
- 31.3 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- 31.4 A Member is able to exercise the right to vote at a general meeting when:-
- 31.4.1 that Member is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 31.4.2 that Member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other Members attending the meeting.
- 31.5 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. This includes, at the Directors' discretion, the right to hold general meetings on a virtual or hybrid basis.
- 31.6 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 31.7 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

32. **QUORUM FOR GENERAL MEETINGS**

- 32.1 The quorum of a general meeting shall be not less than 3 Directors and not less than 5 Members.
- 32.2 No business other than the appointment of the Chair of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 32.3 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the general meeting shall stand adjourned to such time and place as the Chair of the general meeting may determine.
- 32.4 Members are entitled to appoint a proxy who will act on their behalf in accordance with Article 38.

33. **CHAIRING GENERAL MEETINGS**

- 33.1 The Chairperson shall be the chair in every general meeting of the Company. If the Chairperson is not present and/or willing to act, some other member of the Board

present shall preside as Chair of the general meeting. If there is only one such member of the Board present and willing to act, that person shall be chair.

33.2 If no member of the Board is present and willing to act as Chair of the general meeting, the Members present shall choose one of their number to be Chair of the general meeting.

33.3 The person chairing a meeting in accordance with this Article is referred to as “the Chair of the general meeting”.

34. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS AT GENERAL MEETINGS**

34.1 Directors may attend and speak at general meetings, whether or not they are Members.

34.2 The Chair of the general meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

35. **ADJOURNMENT OF GENERAL MEETING**

35.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the general meeting must adjourn it.

35.2 The Chair of the general meeting may adjourn a general meeting at which a quorum is present if:-

35.2.1 the meeting consents to an adjournment, or

35.2.2 it appears to the Chair of the general meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

35.3 The Chair of the general meeting must adjourn a general meeting if directed to do so by the meeting.

35.4 When adjourning a general meeting, the Chair of the general meeting must:-

35.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

35.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

35.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-

35.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

35.5.2 containing the same information which such notice is required to contain.

35.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

36. **VOTING AT GENERAL MEETINGS**

36.1 A resolution put to the vote at any general meeting of the Company shall be decided by a poll taken at the meeting.

36.2 On a poll, each Member shall be entitled to the number of votes calculated by reference to the size of membership of the Club (as at the Company's membership renewal date immediately preceding the general meeting and agreed by the Company or if a figure for that date has not been agreed by the Company the most recent figure prior to that date which has been agreed by the Company) as follows:

36.2.1 up to 199 playing members - 1 vote

36.2.2 200 - 399 playing members - 2 votes

36.2.3 400 or more playing members - 3 votes

36.3 No objection may be raised to the qualification of any Member 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. Any such objection must be referred to the Chair of the general meeting whose decision is final.

36.4 If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case unless the Chair of the

general meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

36.5 If the number of votes for and against a resolution at a general meeting are equal, the Chair of the general meeting shall have a casting vote in addition to any other vote that person may have.

37. POLL VOTES AT GENERAL MEETINGS

37.1 A poll on a resolution may be demanded:-

37.1.1 in advance of the general meeting where it is to be put to the vote, or

37.1.2 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.

37.2 A poll may be demanded by:-

37.2.1 the Chair of the general meeting;

37.2.2 the Directors; or

37.2.3 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.

37.3 A demand for a poll made by a person as proxy for a Member is the same as a demand made by the Member.

37.4 A demand for a poll may be withdrawn if:-

37.4.1 the poll has not yet been taken, and

37.4.2 the Chair of the general meeting consents to the withdrawal.

37.5 Polls must be taken immediately and in such manner as the Chair of the general meeting directs.

38. CONTENT OF PROXY NOTICES USED AT GENERAL MEETINGS

38.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:-

38.1.1 states the name and address of the Member appointing the proxy;

- 38.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 38.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 38.1.4 is received at an address specified by the Company in the Proxy Notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote and in accordance with any other instructions contained in the notice of the general meeting to which they relate.
- 38.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 38.3 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.
- 38.4 Unless a Proxy Notice indicates otherwise, it must be treated as:-
- 38.4.1 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
 - 38.4.2 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.
- 39. DELIVERY OF PROXY NOTICES AT GENERAL MEETINGS**
- 39.1 Any Proxy Notice received at such address as is referred to in Article 38.1.4, less than 48 hours before the time for holding the general meeting or adjourned general meeting shall be invalid.
- 39.2 A person who is entitled to attend, speak or vote 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.
- 39.3 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.
- 39.4 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.

40. **AMENDMENTS TO RESOLUTIONS AT GENERAL MEETINGS**

40.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:-

40.1.1 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 Chair of the general meeting may determine), and

40.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the general meeting, materially alter the scope of the resolution.

40.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:-

40.2.1 the Chair of the general meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

40.3 If the Chair of the general meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

41. **WRITTEN RESOLUTIONS**

41.1 A resolution in writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of those Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution a majority of not less than 75%) of Members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

42. **RULES OR BYE LAWS**

42.1 The Board may make and amend Rules for any purposes from time to time as it may deem necessary (to the extent that such Rules are within the general powers of the Company at Article 5 and Appendix 1), expedient or fit for the proper conduct or management of the Company, including (but without prejudice to the generality of the foregoing):

42.1.1 The conduct of Members of the Company in relation to one another, and to the Company's employees and servants;

42.1.2 The procedure at any general meeting and meetings of the Board and of the Committees in so far as such procedure is not regulated by these Articles;

42.1.3 The levying of annual subscriptions or membership fees;

42.1.4 The election or appointment and terms in office of the Board;

42.1.5 Generally, all such matters as are commonly the subject matter of company rules.

42.2 The Company, by ordinary resolution passed in general meeting, shall have the power to alter or repeal any Rules made under the provisions of Article 42.1 and to make additions thereto, and the Board shall adopt such means as they deem sufficient to bring to the notice of the Members of the Company all such Rules, which so long as they shall be in force shall be binding on all Members of the Company provided, nevertheless, that no Rule shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company. In the event that any such Rule is inconsistent then the Memorandum and Articles shall prevail.

43. **MEANS OF COMMUNICATION TO BE USED**

43.1 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 including, without limitation:

43.1.1 In hard copy form;

43.1.2 in electronic form or

43.1.3 by making it available on a web-site.

43.2 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.

43.3 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.

43.4 A Member whose address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices under these Articles may be sent to them or an address to which notices may be sent by electronic means is entitled to have notices sent to them at that address, but otherwise no such Member is entitled to receive any notices from the Company.

43.5 If the Company sends or supplies notices or other documents under these Articles by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.

The Company may send a document or information to a Member by electronic means to the address specified for that purpose by the Member.

43.6 If the Company sends or supplies notices or other documents under these Articles by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 48 hours after they were sent or supplied.

43.7 If the Company sends or supplies notices or other documents under these Articles by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

43.8 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

43.8.1 Immediately upon being delivered by hand to the relevant address;

- 43.8.2 48 hours after being sent by first class post to the relevant address or by electronic mail;
 - 43.8.3 72 hours after being sent by second class or overseas post to the relevant address;
 - 43.8.4 on the date on which the notice was posted on a website in accordance with Article 43.7;
 - 43.8.5 as soon as the Member acknowledges actual receipt.
- 43.9 A technical defect in the giving of notice of which the Board are unaware at the time does not invalidate decisions taken at a meeting.
- 43.10 Members may validly send any notice or document to the Union:
- 43.10.1 by post to the Registered Office;
 - 43.10.2 to any other address specified by the Company for such purposes or;
 - 43.10.3 to any email address provided by the Company for such purposes.
- 43.11 For the purposes of this Article 43, no account shall be taken of any part of a day that is not a Business Day.

44. **COMPANY SEALS**

- 44.1 Any common seal may only be used by the authority of the Directors.
- 44.2 The Directors may decide by what means and in what form any common seal is to be used.
- 44.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 44.4 For the purposes of this Article, an authorised person is—
- 44.4.1 any Director of the company;
 - 44.4.2 the company secretary (if any); or
 - 44.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

45. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

45.1 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.

46. **FINANCES**

46.1 Auditors shall be appointed at the AGM to examine the Company's accounts and after being approved by the Board, a copy of the accounts and the auditors' and Board's reports shall be sent to each Member.

47. **INDEMNITY AND INSURANCE**

47.1 Subject to Article 47.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:-

47.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:-

- (a) in the actual or purported execution and/or discharge of their duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

47.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any

proceedings or application referred to in Article 47.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

47.3 The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

47.4 In this Article:-

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

47.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

47.4.3 a **relevant officer** means any Director or other officer of the Company , but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor).

APPENDIX 1

POWERS

1. To promote, market, advertise and encourage amateur golf in Wales, to carry on the business of promotion of the game of golf, to administer and organize and generally act as the governing body of amateur golf in Wales and to assist and promote any company, association or organisation having a similar objective.
2. To provide coaching and tuition in the game of golf, to organise, promote and administer golf tournaments, golf events, golf tours and other leisure activities, to arrange trial, representative, international and other golf matches, to administer and enforce the rules of golf, including where applicable the rules of amateur status, to administer and apply the handicapping system as approved by the Company from time to time and to support Welsh golf clubs.
3. To provide sporting and spectator facilities for the staging of and promotion of golf events and other sporting events of any kind, to wholesale, retail, lease and hire golfing equipment of every kind, and to produce, market, retail or license the production, marketing or retailing of sportswear, leisurewear, souvenirs, mementoes, or any other golfing goods, to carry on the businesses of restaurateurs whether licensed or unlicensed, licensed victuallers, caterers and refreshment contractors, dealers in cooked and prepared food provisions, beverages and comestibles of all kinds, bakers, confectioners, merchants of and dealers in wines, spirits, ales, soft drinks, tobacco products and others and generally providers of indoor and outdoor sporting facilities, entertainment halls, dance halls, providers of all leisure activities and generally to provide all goods and services for the furtherance of the game of golf.
4. To carry on any business whatsoever which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with any business of the Company, or is calculated directly or indirectly to develop any branch of the business of the Company or any other company, firm or persons in which the Company may hold an interest or to increase the value of or render more profitable any of the assets, properties or rights of the Company.
5. To acquire by purchase or otherwise and take over and work the whole or any part of the business property and liabilities of any persons (including therein any partnership or corporation) carrying on any business which the Company is authorised to carry

on, or possessed of any property, assets or rights suitable for the purposes of the Company.

6. To purchase, subscribe for, or otherwise acquire and to hold shares stock debentures or other securities of or any interest in any other company whether or not having objects altogether or in part similar to those of the Company, or whether or not carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.
7. To purchase, lease, apply for or otherwise acquire any freehold, leasehold or other moveable property or options over any such property, or rights, patents, licences, concessions, processes, inventions, rights or privileges which the Company may think necessary or convenient for the purposes of its business or otherwise expedient, to construct, maintain and alter any buildings or carry out any works necessary or convenient for the purposes of the Company, to apply for, register, purchase or otherwise acquire and protect prolong and renew whether in the United Kingdom or elsewhere any patents, patent rights, licences, secret processes, trademarks, designs, protections and concessions, to alter, modify and manufacture under or grant licences in respect of the same, and to expend money in experimenting on, testing or seeking to improve patents, processes, inventions and rights acquired by the Company or proposed to be acquired.
8. to borrow or raise money and to secure the payment thereof by legal or equitable mortgages or charges, standard security, floating charge, personal bond, bill, promissory notes or by the issue of debentures or debenture stock perpetual or otherwise or in any other way and to burden or pledge all or any of the properties or assets of the Company including its uncalled capital.
9. To act as agents or brokers or managers and/or trustees for any person firm or company and also to act in any of the businesses of the Company as agents, brokers, sub-contractors and/or trustees.
10. To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
11. To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or the dependants of any such persons, to support or subscribe to any charitable or other institutions, clubs, societies

or funds, to set up, establish, support, maintain and make payments to or in aid of insurance provident pension or superannuation funds for the benefit of employees, ex-employees and their dependants, to expend money in or for educational training and/or welfare schemes for the benefit of employees, ex-employees and their dependants.

12. To lend or advance money or give credit with or without security to any company, firm or person and to others having dealings with the Company; to allow time for the repayment of any such loan and to allow time for the payment of any debt which may be due to the Company all on such terms as may be thought fit and to guarantee or give security for the payment of money or the performance of obligations of all kinds by any person or company.
13. To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
14. To enter into any partnership or arrangement in the nature of a partnership co-operation or union of interests with any person engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which the Company is authorised to carry on or conduct or from which the Company may consider that it would or might derive any benefit whether direct or indirect.
15. To amalgamate with any other company or companies.
16. To promote or form or assist in the promotion or formation of any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose which the Company may consider directly or indirectly calculated to benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company.
17. To improve, manage, construct, repair, develop, mortgage or charge or otherwise deal with all or any part of the properties, rights and assets of the Company.
18. To sell or dispose of or exchange or hire or lease or grant options, concessions or licences of or develop the whole of the properties, rights and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit (which may not necessarily be payment).

19. To apply for, promote and obtain any Act of Parliament provisional order or licence or order or authority of or from the Department of Trade or other Government Department or any authority, statutory or otherwise, for enabling the Company to carry any of its objects into effect or otherwise for the benefit of the Company or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any such or any proceedings or applications which may appear to the Company to prejudice directly or indirectly its interest.
20. To enter into any arrangements with any governments or authorities (Statutory, under Royal Charter, municipal, local or otherwise) or any corporations, companies or persons that may appear to the Company conducive to all or any of its objects and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable and to carry out exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
21. subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise in any part of the world;
22. To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
23. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any persons, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company.
24. To give financial assistance directly or indirectly for the purpose of acquiring shares in any other company or to reduce or discharge any liability incurred for such purpose.

25. To procure the Company to be registered or recognised in any part of the world.
26. To remunerate any person, firm or company rendering services to the Company (in accordance with these Articles).
27. To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects as set out in Article 4 or any of them.