

**ARTICLES OF ASSOCIATION**  
**OF**  
**DRILL HALL SPORTS CLUB (ENFIELD) LIMITED**  
**Company number: 3413460**  
**(the "Company")**

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## **Part 1 - Interpretation and limitation of liability**

### **1 Defined terms**

2 In the articles, unless the context requires otherwise:

"**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;

"**chairman**" has the meaning given in article 49;

"**chairman of the meeting**" has the meaning given in article 88;

"**Club**" means the sports club operated by the company at the Enfield Drill Hall;

"**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;

"**member**" has the meaning given in section 112 of the Companies Act 2006;

"**Management Committee**" means the management committee of the company from time to time as constituted and managed in accordance with these articles;

"**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 41;

"**proxy notice**" has the meaning given in article 111;

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

"**subsidiary**" has the meaning given in section 1159 of the Companies Act 2006; and

"**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 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.

## **Part 2 – Objects, liability of the members, winding-up and membership**

### **4 Objects of the company**

5 The objects for which the company is established are:

- 5.1.1 to provide facilities for and encourage participation in the sports of badminton, archery and any other eligible sports, as recognised by UK Sport, in Enfield;
- 5.1.2 to facilitate community participation in healthy recreation for the purposes of mental and physical wellbeing; and
- 5.1.3 to do all such other things as are incidental or necessary to the attainment of the above object which may include:
  - (a) the acquisition of a freehold or leasehold interest in and management of the premises known as the Enfield Drill Hall situated at no. 1 Old Park Avenue;
  - (b) the purchase, taking on lease or in exchange, hiring or otherwise acquiring of any real or personal property and any rights or privileges and the construction, maintenance, alteration or erection of any building;
  - (c) the carrying out of any improvements, repairs or work in or on the buildings of the company or in the purchase of any equipment or the purchase of any furniture or fittings in connection with the use of the buildings by the company;
  - (d) the employment or engagement of consultants, advisers or other appropriate persons;
  - (e) the sale, letting, mortgaging, disposal or turning to account of all or any of the property or assets of the company;
  - (f) the borrowing or raising of money and giving of security;
  - (g) the investment of any moneys of the company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit by the Management Committee; and
  - (h) to do all such other things as are incidental or conducive to the attainment of the above objects.

6 The income and property of the company shall be applied solely towards the promotion of the objects as set forth in article 5 and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or other distribution to the members.

## **7 Liability of members**

8 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:

8.1.1 payment of the company's debts and liabilities contracted before he ceases to be a member;

8.1.2 payment of the costs, charges and expenses of winding up; and

8.1.3 adjustment of the rights of the contributories among themselves.

## **9 Winding-up**

If upon winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever belonging to the company, the same shall not be paid to or distributed among the members but shall be given or transferred to another Community Amateur Sports Club, registered charity or Sports Governing Body for use by them in community related sports.

## **10 Membership**

Membership of the company is open to all the community and without discrimination on any grounds, including ethnicity, nationality, sexual orientation, religious belief or disability except as a necessary consequence of a particular sport.

## **Part 3 – Management Committee**

### **11 Management committee**

12 Unless otherwise determined by a general meeting, the number of members of the Management Committee shall be not fewer than seven nor more than eleven.

13 The Management Committee shall have the power from time to time to make, amend and repeal such bye-laws of the company as it may deem necessary or expedient for the conduct and management of the Club and its operation as a sports club. Such bye-laws shall be known as the "**Club Rules**". The Club Rules shall be binding on all members, provided in the case of inconsistency these articles shall prevail. The Club Rules shall be made available to all members and may regulate, amongst other things:

13.1.1 the admission of new members;

13.1.2 the suspension and expulsion of members for failure to comply with the Club Rules or these articles or for being guilty of any inappropriate conduct or conduct likely to be injurious to the company;

13.1.3 the opening times of the Club;

13.1.4 the terms of bookings at the Club;

13.1.5 the conduct of members in relation to the Club and each other; and

13.1.6 all other matters as are commonly the subject matter of club rules.

14 The Management Committee shall have the power at any time and from time to time to appoint any member to be a member of the Management Committee either to fill a casual vacancy or as an addition to existing Management Committee.

15 The company may by ordinary resolution of which special notice has been given remove or appoint any member of the Management Committee.

16 The provisions of articles 28 to 45 (inclusive) and 71 (relating to decision making and termination of director's appointment) shall apply mutatis mutandis to the Management Committee and the appointment and removal of its members, unless the Management Committee decides otherwise by special resolution.

## **Part 4 – Directors**

### ***Directors' powers and responsibilities***

#### **17 Directors' general authority**

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

#### **18 Members' reserve power**

19 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

20 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

#### **21 Directors may delegate**

22 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

22.1.1 to such person or committee;

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

22.1.3 to such an extent;

22.1.4 in relation to such matters or territories; and

22.1.5 on such terms and conditions;

as they think fit.

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

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

## **25 Committees**

26 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.

27 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

### ***Decision-making by directors***

## **28 Directors to take decisions collectively**

29 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 31.

30 If:

30.1.1 the company only has one director, and

30.1.2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

## **31 Unanimous decisions**

32 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.

33 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.

34 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.

35 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.

## **36 Calling a directors' meeting**

37 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.

38 Notice of any directors' meeting must indicate:

38.1.1 its proposed date and time;

38.1.2 where it is to take place; and

38.1.3 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.

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

40 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 seven 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.

#### **41 Participation in directors' meetings**

42 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

42.1.1 the meeting has been called and takes place in accordance with the articles, and

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

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

44 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.

#### **45 Quorum for directors' meetings**

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

47 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 two, and unless otherwise fixed it is two.

48 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:

48.1.1 to appoint further directors, or

48.1.2 to call a general meeting so as to enable the members to appoint further directors.

#### **49 Chairing of directors' meetings**

50 The directors may appoint a director to chair their meetings.

51 The person so appointed for the time being is known as the chairman.

52 The directors may terminate the chairman's appointment at any time.

53 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.

**54 Casting vote**

55 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

56 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

**57 Conflicts of interest**

58 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

59 But if paragraph 60 below applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

60 This paragraph applies when:

60.1.1 the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

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

60.1.3 the director's conflict of interest arises from a permitted cause.

61 For the purposes of this article, the following are permitted causes:

61.1.1 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;

61.1.2 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

61.1.3 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.

62 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

63 Subject to paragraph 64 below, 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 chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

64 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.

#### **65 Records of decisions to be kept**

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.

#### **66 Directors' discretion to make further rules**

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.

### ***Appointment of directors***

#### **67 Methods of appointing directors**

68 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

68.1.1 by ordinary resolution, or

68.1.2 by a decision of the directors.

69 In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

70 For the purposes of paragraph 69 above, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

#### **71 Termination of director's appointment**

72 A person ceases to be a director as soon as:

72.1.1 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;

72.1.2 a bankruptcy order is made against that person;

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

72.1.4 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;

72.1.5 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.

### **73 Directors' and Management Committee expenses**

74 The company may pay any reasonable expenses which the directors or members of the Management Committee properly incur in connection with their attendance at:

74.1.1 meetings of directors or committees of directors or of the Management Committee,

74.1.2 general meetings, or

74.1.3 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.

## **Part 5 - Members**

### ***Becoming and ceasing to be a member***

#### **75 Applications for membership**

76 No person shall become a member of the company unless:

76.1.1 that person has completed an application for membership in a form approved by the directors, and

76.1.2 the directors have approved the application.

#### **77 Termination of membership**

78 A member may withdraw from membership of the company by giving seven days' notice to the company in writing.

79 Membership is not transferable.

80 A person's membership terminates when that person dies or ceases to exist.

### ***Organisation of general meetings***

#### **81 Attendance and speaking at general meetings**

82 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.

83 A person is able to exercise the right to vote at a general meeting when:

83.1.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

83.1.2 that person'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 persons attending the meeting.

84 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.

85 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.

86 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.

## **87 Quorum for general meetings**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **88 Chairing general meetings**

89 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

90 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

90.1.1 the directors present, or

90.1.2 (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

91 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

## **92 Attendance and speaking by directors and non-members**

93 Directors may attend and speak at general meetings, whether or not they are members.

94 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

## **95 Adjournment**

96 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 chairman of the meeting must adjourn it.

- 97 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 97.1.1 the meeting consents to an adjournment, or
  - 97.1.2 it appears to the chairman of the 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.
- 98 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 99 When adjourning a general meeting, the chairman of the meeting must:
- 99.1.1 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
  - 99.1.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 100 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 100.1.1 to the same persons to whom notice of the company's general meetings is required to be given, and
  - 100.1.2 containing the same information which such notice is required to contain.
- 101 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.

### ***Voting at general meetings***

#### **102 Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

#### **103 Errors and disputes**

104 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.

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

#### **106 Poll votes**

107 A poll on a resolution may be demanded:

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

107.1.2 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.

108 A poll may be demanded by:

108.1.1 the chairman of the meeting;

108.1.2 the directors;

108.1.3 two or more persons having the right to vote on the resolution; or

108.1.4 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.

109 A demand for a poll may be withdrawn if:

109.1.1 the poll has not yet been taken, and

109.1.2 the chairman of the meeting consents to the withdrawal.

110 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### **111 Content of proxy notices**

112 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

112.1.1 states the name and address of the member appointing the proxy;

112.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

112.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

112.1.4 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.

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

114 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.

115 Unless a proxy notice indicates otherwise, it must be treated as:

115.1.1 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

115.1.2 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.

## **116 Delivery of proxy notices**

117 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.

118 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.

119 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.

120 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.

## **121 Amendments to resolutions**

122 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

122.1.1 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 chairman of the meeting may determine), and

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

123 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

123.1.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

124 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 6 - Administrative arrangements**

### **125 Means of communication to be used**

126 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.

127 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.

128 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.

### **129 Company seals**

130 Any common seal may only be used by the authority of the directors.

131 The directors may decide by what means and in what form any common seal is to be used.

132 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.

133 For the purposes of this article, an authorised person is:

133.1.1 any director of the company;

133.1.2 the company secretary (if any); or

133.1.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **134 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.

### **135 Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

## ***Directors' indemnity and insurance***

### **136 Indemnity**

137 Subject to article 138, a relevant director of the company or an associated company may be indemnified out of the company's assets against:

137.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

137.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an

occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

137.1.3 any other liability incurred by that director as an officer of the company or an associated company.

138 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

139 In this article:

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

139.1.2 a "relevant director" means any director or former director of the company or an associated company.

#### **140 Insurance**

141 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.

142 In this article:

142.1.1 a "**relevant director**" means any director or former director of the company or an associated company;

142.1.2 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

142.1.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.