
Peebles Golf Club Limited

Articles of Association

Revised 2017

Peebles Golf Club Limited

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF PEEBLES GOLF CLUB LIMITED INCORPORATED 3rd April 1991 (SC130930)

PRELIMINARY

1. The Company will be styled Peebles Golf Club Limited and is herein referred to as "the Company".
2. The Regulations contained in Statutory Instrument 2008 No. 3229 The Companies (Model Articles) Regulations 2008 Schedule 2 – Model Articles for Private Companies Limited by Guarantee shall not apply to the Company, but the following shall be the Regulations of the Company.

INTERPRETATION AND LIMITATION OF LIABILITY

3. In these regulations the following words and expressions shall have the following meanings respectively –

“The 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

“Clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

“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

“Executed” includes any mode of execution

“The Office” means the Registered Office of the Company

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“Ordinary resolution” has the meaning given in Section 282 of the Companies Act 2006

“The Seal” means the Common Seal of the Company

“The Secretary” means the Secretary of the Company or any person appointed to perform the duties of the Secretary of the Company including a joint, assistant or deputy secretary

“Special resolution” has the meaning given in Section 283 of the Companies Act 2006

“The United Kingdom” means Great Britain and Northern Ireland

“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

Words importing the singular number only include the plural and vice-versa; and words representing the masculine gender only shall be deemed to include the feminine gender

Unless the context otherwise requires, other words or expressions contained in these regulations bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the company.

LIABILITY OF MEMBERS

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

- a. payment of the company’s debts and liabilities contracted before they cease to be a member,
- b. payment of the costs, charges and expenses of winding up, and
- c. adjustment of the rights of the contributors among themselves.

GENERAL

4. The Company’s Registered Office shall be in such a place in Scotland as the General Management Committee may from time to time appoint.
5. The Club for the purposes of registration is declared to consist of a maximum of 650 Ordinary Members. The 650 Ordinary Members shall consist of Ladies and Gentlemen who will have the same rights and privileges provided for in these presents and Bye-Laws of the club from time to time.

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Membership of the Company is open to all individuals and/or organisations and no application for membership will be refused on other than reasonable grounds. There will be no discrimination against individuals in any capacity, (either as individual members or as directors of organisations who are already members of the Company or who are seeking to be members) on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex; sexual orientation, political or other opinion.

No person shall be admitted a member of the Company unless they are approved by the Committee.

An applicant who is refused must be provided with a justifiable reason, and the opportunity to appeal that decision to the next available AGM.

6. The Company may at any of their Ordinary meetings or at any Extraordinary Meeting called for the purpose increase the membership of the Company

7. **A: THE OBJECTS OF THE COMPANY**

The Company's objects are:-

- i. To promote the game of golf or any other kind of recreation, sport or entertainment.
- ii. To establish, maintain, and conduct a golf or other club for the accommodation of members of the Company and their guests and temporary members of the Company and to provide a clubhouse and other conveniences and generally to afford to members all the usual privileges, advantages, conveniences and accommodations of a club.
- iii. To provide a clubhouse, shop and club masters premises and such other offices and erections for the use of the members of the Company, their guests and temporary members and to suitably furnish and maintain the same and to permit the same to be used by the members, their guests and temporary members either gratuitously or upon such terms as the Company may fix and generally to do whatever the Company may deem best calculated to promote the interests of the Company.
- iv. To hold or arrange golf and other matches and competitions, and offer and grant or contribute towards the provision of prizes, awards and distinctions.

B: POWERS

In furtherance of the above objects but not otherwise the Company shall have power:-

- v. To purchase, lease, feu or by other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

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- vi. To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licenses, secret processes, trademarks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licenses or privileges in respect of the same, and to expend money in experimenting upon, testing and improving patents, inventions or rights which the Company may acquire or propose to acquire.
- vii. To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property rights of the Company.
- viii. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- ix. To lend and advance money or give credit with or without security to any person, firm or company, to enter into guarantees, contract of indemnity and surety-ships of all kinds, to receive money on deposit or loan, and to secure or guarantee in any manner the payment of any sum of money or the performance of any obligation by any person, firm or company.
- x. To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, Standard Security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, Standard Security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- xi. To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- xii. To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interests.
- xiii. To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or

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- authority any charter, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- xiv. To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, 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.
- xv. To control, manage, finance, 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 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.
- xvi. To promote any other company for the purpose of acquiring the whole or any part of the property or undertaking or any of the liabilities of the Company, or of undertaking any operations which may appear likely to assist or benefit the Company or to enhance the value of any property of the Company, and to subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- xvii. To sell or otherwise dispose of the whole or any part of the property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- xviii. To act as agents or brokers and as trustees for any person, firm or company.
- xix. To employ, remunerate any person, firm or company rendering services to the Company.
- xx. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- xxi. To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company and to solicit and accept subscriptions and donations of any kind and bequests for any of the purposes of the Company.
- xxii. To grant or make provisions for pensions, life assurance, health and retirement benefit to or for employees or former employees and to the widows, widowers, children and other dependents of deceased employees and to pay or subscribe to funds or schemes for the provision of such pensions and other benefits for such persons.

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- xxiii. To subscribe to become a member of or amalgamate or co-operate with any other organisation, institution, society or body not formed or established for the purposes of profit (whether incorporated or not and whether in the United Kingdom or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company.
 - xxiv. To establish and support or aid in the establishment and support of any charitable trust, association or institution and to donate, subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.
 - xxv. To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
 - xxvi. To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
 - xxvii. To apply for, hold and operate such licenses and permits as may be required to support the operations of the company.
- b. The members may, by special resolution, direct the Directors to take or refrain from taking specified action. No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

MEMBERS

8. The subscribers to the Articles of Association of the Company and such other persons as are determined to be suitable for membership in accordance with the Articles shall be members of the Company.

There shall be the following categories of membership:-

- a. **ORDINARY MEMBERSHIP**

The admission of persons to Ordinary Membership shall be at the discretion of the Committee who shall have power to reject any application. An applicant who is refused must be provided with a justifiable reason, and the opportunity to appeal that decision to the next available AGM. No person under the age of eighteen years shall be admitted to Ordinary Membership.

Ordinary members on attaining the age of 65 and having been members of the club for a period of twenty years shall be entitled to a reduction in the annual subscription equivalent to the value

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in place in season 2016/17 i.e. £65.00 and in future be subject to review at the discretion of the General Committee.

b. FIVE-DAY MEMBERSHIP

The admission of persons to Five-Day membership shall be at the discretion of the Committee who shall have power to reject any application. Such membership will allow use of the Clubhouse facilities but there will be no entitlement to play golf or exercise any privileges extended to the golf course at weekends but will be able to attend meetings of the Company and to vote at such meetings.

c. ASSOCIATE MEMBERSHIPS

- i. Spouses/partners of fully paid up Ordinary Members may at the discretion of the General Management Committee be granted Associate Membership. Such Membership will allow use of the Clubhouse facilities but will not entitle such members to play golf nor exercise any privileges extended to the golf course nor to attend meetings of the Company nor to vote at such meetings. Such members shall be entitled to membership only for such period as their spouse/partner shall be a fully paid Ordinary Member.
- ii. Either or both parents of a fully paid up Junior Member may at the discretion of the General Management Committee be granted Associate Membership. Such Membership will allow use of the Clubhouse facilities but will not entitle such members to play golf nor exercise any privileges extended to the golf course nor to attend meetings of the Company nor to vote at such meetings. Such members shall be entitled to membership only for such period, as his, her or their child remains a fully paid up Junior Member

d. NON-PLAYING MEMBERSHIP

Admission of persons to Non-Playing Membership shall be at the discretion of the Committee who shall have power to reject any application. No person shall be admitted as a Non-Playing Member unless they have been in Ordinary membership for a period of not less than five years. Such membership will allow use of the Clubhouse facilities but there will be no entitlement to play golf or exercise any privileges extended to the golf course or to attend meetings of the Company or to vote at such meetings.

The Committee may, at their sole discretion, offer Non-Playing Membership to any individual who has currently qualified for Non Playing Membership at another Golf Club due to either disability or incapacity.

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e. TEMPORARY MEMBERSHIP

Any golfer possessing a ticket permitting play on the Course valid for a period not exceeding one month shall be a Temporary Member of the Company but only for the period for which their ticket to the Course is valid. Members of any club, organisation or association which has applied to the Company and has been granted the courtesy of the Course or the privilege of playing a match or competition over the Course and the officials of such club, organisation or association granted the courtesy or privilege of playing at the Course shall be Temporary Members for the period during which they have been granted the courtesy or privilege. Such members and officials and their spouses/partners during the period of their Temporary Membership shall not be entitled to attend meetings of the Company or to vote at such meetings. No persons other than those admitted under the terms hereof shall be allowed to become Temporary Members of the Company.

f. HONORARY MEMBERSHIP

Honorary Membership may be conferred by the Company on any person in recognition of services rendered to the Company or to the Peebles Municipal Golf Club or to the game of golf. Honorary Members shall have the right to use and enjoy the Course and Clubhouse facilities and shall be exempt from payment of fees and subscriptions and, are entitled to attend meetings of the Company and to vote at such meetings.

g. JUNIOR MEMBERSHIP

The admission of persons under the age of eighteen years as Junior Members shall be at the discretion of the Committee who shall have power to reject any application. Junior Members shall not be allowed to buy or to be supplied with alcoholic liquors and Junior Members under the age of fourteen shall not be permitted within the Bar area of the Company's premises.

Junior Members shall be entitled to attend meetings of the Company and to voice their opinions, but shall not be entitled to vote at such meetings.

h. YOUTH MEMBERSHIP

The admission of persons over the age of eighteen years but under the age of twenty-one years as Youth Members shall be at the discretion of the Committee who shall have power to reject any application.

Youth Members will be able to attend meetings of the Company and to vote at such meetings.

i. YOUNG ADULT MEMBERSHIP

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The admission of persons over the age of twenty-one years but under the age of twenty-five years as Young Adult Members shall be at the discretion of the Committee who shall have power to reject any application.

Young Adult Members will be to able attend meetings of the Company and to vote at such meetings.

j. STUDENT MEMBERSHIP

The admission of persons as Student members shall be at the discretion of the Committee who shall have the power to reject any application. Student Members shall have the right to use and enjoy the Course and Clubhouse facilities and shall be entitled to a fifty per centum reduction in relation to the Ordinary member subscription.

There is no age restriction however a valid matriculation card must be presented to the Secretary's office covering the year of membership.

Student Members will be to able attend meetings of the Company and to vote at such meetings.

k. COUNTRY MEMBERSHIP

The admission of persons as Country Members shall be at the discretion of the Committee who shall have the power to reject any application. No person under the age of eighteen years shall be admitted to Country Membership. To qualify an applicant's main residence must be situated at least 50 miles from the Clubhouse of Peebles Golf Club.

Country members will not be able attend meetings of the Company or to vote at such meetings. Country members however will be able to play in club competitions but will not be able to introduce guests at reduced rates.

l. SOCIAL MEMBERSHIP

There shall be a maximum number of 50 Social Members. In the event of the maximum number of Social Members being reached this number may be increased at the discretion of the Committee but never to exceed 20% of the total number of Ordinary Members at that time.

Admission of any person as a Social Member shall be solely at the discretion of the Committee. An applicant who is refused must be provided with a justifiable reason, and the opportunity to appeal that decision to the next available AGM. Social Membership is not open to Ordinary

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Members or to previous Ordinary Members until one year has elapsed since that Ordinary Membership was terminated.

Social Membership will allow full use of the Clubhouse and its facilities but subject to the House Rules and Codes of Dress and Conduct.

Social Membership does not confer any Golfing Rights or use of the Course. A Social Member can play the course following payment of the published green fee. A social member cannot be introduced onto the course at a members reduced rate.

The Committee shall determine the Annual Subscription for Social Membership which will be payable annually at the same time that Ordinary Subscriptions are due. Failure to pay the Annual Subscription within four weeks of the due date shall be taken as an intention to resign and the Membership terminated.

Social Membership does not confer any right to attend any meetings of the Club, serve on the Committee or vote on any matters. This does not preclude a Social Member being part of a Working Group set up by the Club.

A Social Member may bring guests to the Clubhouse but not exceeding three at any one time.

A Social Member may apply to hold a function within the Clubhouse. Grant of such an application is solely at the discretion of the Committee.

m. GENERAL

Reference to age in the foregoing categories of Membership will be deemed to mean the age of the applicant or member as at the Thirty-first day of March in the year in which that category of membership is sought.

The General Management Committee may from time to time make rules for the admission of membership on such terms and conditions as they may think proper.

APPLICATIONS FOR MEMBERSHIP AND ELECTION

9. Every applicant for membership of the Company shall complete, sign and deliver to the Company an application for membership in such form as the Committee requires. The election of members shall be vested in the Committee.

No member shall participate in any of the rights and privileges of the Company until they have paid the appropriate subscription due by them.

10. The annual subscription payable by members of the Company shall be fixed by the Committee and ratified by General Meeting of the members.

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11. If any applicant for membership shall not pay their annual subscription within one calendar month after their election is intimated to them, their election shall become null and void.
12. Annual subscriptions shall be payable before the Thirty-first day of March in each year for the year ending the Thirtieth day of November following.

CESSATION OF MEMBERSHIP

13. Subject to the provision of the Articles of Association and to the provisions of any rules or by-laws made pursuant to the Articles any member may resign their membership provided such resignation is duly intimated in writing to the Secretary of the Club for the time being and payment made of the annual subscription for the year then current and of any other sums which may be due to the Club by the Member so resigning. Membership shall not be transferable and shall cease on death. Any ex-member wishing to rejoin shall require to make application under Article 9 hereof.
14. No member in arrears with payment of their annual subscription shall have a voice in the deliberations of the Company nor be entitled to vote at any General or other meeting of the Company, nor be allowed to use the facilities of the Company; and if any member fails to pay their annual subscription within a period of seven days after it becomes due an intimation shall be sent to them by the Secretary to the effect that unless the said subscription be paid within fourteen days after the date of said intimation, their name shall be removed from the Register of Members without any further intimation to such member. Such person shall upon such removal cease to be a member of the Company and shall not be entitled to any rights and privileges of membership of the Company.

The Board of Directors shall have power to restore any Member so removed on such terms as they may think proper.

EXPULSION OF MEMBERS

15. If the conduct of any member either in or out of the Clubhouse is such as appears to the Directors to endanger the character or good order of the Company it shall be in the power of the Directors to invite the offending member to explain their conduct to a full meeting of the Directors, specially convened for that purpose. If the meeting by a majority decision of at least two-thirds considers it necessary so to do, the Directors may thereafter expel such member from the Company.

In the event that a member is expelled from the Company they shall have a right of appeal at the following AGM. The expulsion shall be confirmed if the majority of the members, voting by secret ballot, so decide; otherwise the member shall be re-instated.

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REGISTER OF MEMBERS

16. A register of the Members of the Club shall be kept which shall be sufficient evidence of Membership for all purposes and it shall not be necessary to issue Certificates of Membership.

GENERAL MEETINGS

17. The Annual General Meeting of the Company shall be held at such place and hour and on such day in the month of January or February in each year as the Directors may fix. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
18. The Directors may call General Meetings and, on the requisition of twenty or more members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General meeting for a date not later than eight weeks after receipt of the requisition at such time and place as the Directors may determine. Any requisition made by the members shall express the object of the meeting proposed to be called and shall be left at the Registered Office of the Company or with the Secretary.

NOTICE OF GENERAL MEETINGS

19. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least fourteen days' notice. All Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-
 - a. in the case of an Annual General Meeting, by all the members entitled to attend and, vote thereat; and
 - b. in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety percent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

The notice shall contain particulars of any Directors who are to retire by rotation or otherwise at the meeting and of any persons who are to be proposed for appointment or reappointment as Directors at the meeting.

The notice shall be given to all Members entitled to attend such meetings and to the Directors.

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20. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

21. The business of an Annual General Meeting shall be to receive and consider the Balance Sheet and relative Profit and Loss Account of the Club, and the Reports of the General Management Committee, to fix the Annual Subscription for the following year, to elect Directors and other members of the General Management Committee in place of those retiring by rotation or otherwise and to deal with any other competent business.
22. No business shall be transacted at any meeting unless a quorum is present. Twenty persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member shall be a quorum.
23. If such quorum is not present within half an hour from the time appointed for a meeting, or if during a meeting such a quorum ceases to be present, the meeting if convened on the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.
24. The Chair of the Board of Directors or in their absence Vice Chair or in their absence some other Director nominated by the Directors shall preside as Chair of the meeting, but if neither the Chair nor the Vice Chair nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chair and, if there is only one Director present and willing to act, they shall be Chair.
25. If no Director is willing to act as Chair, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chair.
26. 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 meeting must adjourn it.
 - a. The Chair of the meeting may adjourn a general meeting at which a quorum is present if;
 - i. the meeting consents to an adjournment, or
 - ii. it appears to the Chair 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.

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

- b. When adjourning a general meeting, the Chair of the meeting must;

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- i. 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
 - ii. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- c. 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) —
 - i. to the same persons to whom notice of the company's general meetings is required to be given, and
 - ii. containing the same information which such notice is required to contain.

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.

27. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
- a. by the Chair; or
 - b. the Directors; or
 - c. by at least one half of the members present and having the right to vote at the meeting;
or
 - d. by a member or members representing not less than one-tenth of total voting rights of all the members having the right to vote at the meeting;
 - e. and a demand by a person as proxy for a member shall be the same as a demand by the member.
28. Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
29. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
30. A poll shall be taken as the Chair directs and they may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

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31. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote they may have.
32. A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
33. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear working days' notice shall be given specifying the time and place at which the poll is to be taken.
34. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which they were present shall be as effectual as if it had been passed at a General meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

35. On a show of hands every member entitled to vote and present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.
36. A member in respect of whom an order has been made by any Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by their receiver, curator bonis or other person authorised in that behalf appointed by that Court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
37. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

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38. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):-

To The Secretary, Peebles Golf Club, Kirkland Street, Peebles, EH45 8EU

I / We..... of, being a

Member / members of the above-named Company, hereby appoint.....of

....., as my / our proxy to vote in my / our name(s) and on my / our behalf at the Annual / Extraordinary General Meeting of the Company to be held on....., and at the adjournment thereof.

Signed this day of two thousand and.....

39. Where it is desired to afford members an opportunity of instructing the proxy how they shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):-

To The Secretary, Peebles Golf Club, Kirkland Street, Peebles, EH45 8EU

I / We , of ,
being a member / members of the above-named Company, hereby appoint
of my / our proxy to vote in my / our name(s) and on my / our behalf at the Annual /
Extraordinary General Meeting of the Company, to be held on.....
and at any adjournment thereof.

This form is to be used in respect of the resolution mentioned below as follows:-

Resolution No.1 * for * against

Resolution No.2 * for * against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as they think fit or abstain from voting.

Signed this day of two thousand and.....

40. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

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- a. be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- b. [in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointment for the taking of the poll; or
- c. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

41. A vote given or poll demanded by a proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

NUMBER OF DIRECTORS / GENERAL MANAGEMENT COMMITTEE

42. The maximum number and minimum number of Directors may be determined from time to time by the Company in General meeting by ordinary resolution. Until otherwise determined, the Directors of the Company shall be FIVE in number and shall consist of a Chair (to be styled Captain), a Vice Chair (to be styled Vice Captain), a Finance Director and two other Directors elected from eligible members of the General Management Committee.

The Directors will meet as a Board at a time and frequency considered by them consistent with the needs of the Company but in any event not less than FOUR times per calendar year.

A quorum for such Board meetings will be THREE two of which must be either the Captain, or Vice Captain or Finance Director

All Directors must be members of the Company.

The General Management Committee will be TWELVE in number comprising the Captain, Vice Captain and Finance Director plus NINE other Ordinary members.

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Members of the General Management Committee will meet as a Committee at a time and frequency considered by them consistent with the needs of the Company but in any event not less than SIX times per calendar year.

Each year Ordinary Members of the General Management Committee who were elected for and have served three years shall retire and shall not be eligible for re-election until the Annual General Meeting of the following year.

The Chair (Captain) and Vice Chair (Vice Captain) shall hold office for a two year period in each office but shall be eligible for re-election as an Ordinary member at the second Annual General Meeting following their appointment. General Management Committee members will hold office for a three year period, two of whom may, subject to the approval of the majority of their peer group, additionally hold the office of Director for the period of their tenure.

43. The whole procedure for and in connection with the nomination for and election of future General Management Committee members shall be fixed and determined by the Directors from time to time. The Directors shall cause to be posted in the Clubhouse during the week ending 31st December in each year a notice containing the names of members of the Company who the Directors recommend fill the positions of the retiring Chair, Vice Chair and General Management Committee Members.

Any two Ordinary members may nominate a member or members to fill such places having previously obtained the consent in writing of such member or members and notice of such nomination (together with the written consent of the nominee or nominees) shall be sent in writing to the Secretary not later than the 17th day of January following after the posting of the notice containing the names of the members recommended by the Directors to fill the vacancies.

The notice of the Annual General meeting shall give the names of the members recommended by the Directors to fill the vacancies and also of any other members nominated for election in accordance with the provisions of these Rules (together with the names of their proposers and seconders). In the event of the number of nominations exceeding the number of vacancies, a vote shall be taken at the Annual General Meeting to elect the required number of General Management Committee members in such form as the Chair shall decide provided however that in the event of default in holding the first or any subsequent Annual General Meeting the General Management Committee members who were due to retire from office at such meeting shall continue in office until such meeting is duly held, when the provisions of these Articles with respect to retiral shall take effect as if such meeting had taken place timeously.

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APPOINTMENT AND RETIREMENT OF DIRECTORS / GENERAL MANAGEMENT COMMITTEE MEMBERS

44. If the Company, at the meeting at which a member(s) of the General Management Committee retires by rotation, does not fill the vacancy the retiring member(s) shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.
45. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a member of the General Management Committee either to fill a vacancy or as an additional member of the General Management Committee and may also determine the rotation in which any additional members of the General Management Committee are to retire.
46. The Directors may appoint a person who is willing to act to be a member of the General Management Committee, either to fill a vacancy or as an additional member of the General Management Committee, provided that the appointment does not cause the number members of the General Management Committee to exceed any number fixed by or in accordance with the Articles as the maximum number of members of the General Management Committee. A member of the General Management Committee so appointed shall hold office only until the next following Annual General Meeting and shall not be taken into account in determining the members of the General Management Committee who are to retire by rotation at the meeting. If not reappointed at such Annual General Meeting, they shall vacate office at the conclusion thereof.
47. Subject as aforesaid, a member of the General Management Committee who retires at an Annual General Meeting may, if willing to act, be reappointed. If they are not reappointed, they shall retain office until the meeting appoints someone in their place, or if it does not do so, until the end of the meeting.

POWERS OF DIRECTORS

48. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
49. The Directors may, by Power of Attorney or otherwise, appoint any person to be the Agent of the Company for such purposes and on such conditions as they determine, including authority for the Agent to delegate all or any of their powers.

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50. DELEGATION OF DIRECTORS' POWERS

- a. Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
 - i. to such person or committee;
 - ii. by such means (including by power of attorney);
 - iii. to such an extent;
 - iv. in relation to such matters or territories; and
 - v. on such terms and conditions;
as they think fit.
- b. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- c. The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- d. 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.
- e. 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.
- f. The General Management Committee may delegate to a Sub Committee, consisting of a member or members of their own body, with power to consult other members of the Club, nominated by the General Management Committee, to investigate and report upon, or execute and carry out any special matter falling within the powers of the General Management Committee, and such Committee or Committees shall conform to any regulations that may be imposed on them by the General Management Committee.
- g. Each Committee shall appoint its own Chair; if the Chair shall be not present at the time appointed for holding any Committee Meeting, the Ordinary Members present shall choose one of their own number to be Chair. Questions arising at a Committee Meeting shall be decided in the manner provided for in Clause 56 herewith.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

51. A person ceases to be a director as soon as—

- a. 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;
- b. a bankruptcy order is made against that person;
- c. a composition is made with that person's creditors generally in satisfaction of that person's debts;

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- d. 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;
- e. by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- f. 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.
- g. that person shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that their office be vacated.

Without prejudice to the foregoing the office of a Director shall be vacated if they becomes incapable by reason of illness or injury of managing and administering their property and affairs

DIRECTORS EXPENSES

- 52. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
 - a. meetings of directors or committees of directors,
 - b. general meetings, or
 - c. otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

DIRECTORS' APPOINTMENTS AND INTERESTS

- 53.
 - a. A Director who has personal interest in any transaction or other arrangement which the company is proposing to enter into, must declare that interest at a meeting of the Directors; he/she will be debarred from voting, and may be required to withdraw from the meeting while an item of that nature is being dealt with.
 - b. For the purposes of the preceding article, a Director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which they are a partner or any Limited Company of which they are a substantial shareholder or Director (or any other party who/which is deemed to be connected with them), has a personal interest in that arrangement.
 - c. Provided they have declared their interest – and not voted on the question of whether or not Peebles Golf Club should enter into the relevant arrangement – a Director will not be debarred from entering into an arrangement with Peebles Golf Club in which they have a

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personal interest (or is deemed to have a personal interest under article 49) and may retain any personal benefit which they gain from participation in that arrangement.

d. No director may serve as an employee (full or part time) of Peebles Golf Club, and no Director may be given any remuneration by Peebles Golf Club for carrying out duties as a Director.

e. The Directors may be paid all traveling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Directors, General Meetings, or Meetings of Committees, or otherwise in connection with carrying out their duties.

54. For the purposes of regulation 54:-

- a. a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- b. an interest of which a Director has no knowledge and of which it is unreasonable to expect them to have knowledge shall not be treated as an interest of theirs.

PROCEEDINGS OF DIRECTORS

55. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority vote. In the case of an equality of votes, the Chair shall have a second or casting vote.

56. The quorum for the transaction of the business of Directors may be fixed by the Directors and unless so fixed at any other number shall be THREE.

57. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a General Meeting.

58. In the absence of the Chair appointed by the Company in General Meeting or the Vice Chair the Directors may appoint one of their number to be the Chair of the Board of Directors and may at any time remove them from that office. Unless they are unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which they are present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not

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present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chair of the meeting.

59. All acts done by a meeting of Directors, or of 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 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.
60. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
61. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and the Chair's ruling in relation to any Director, other than themselves, shall be final and conclusive.
62. Save as otherwise provided by the Articles, a Director may vote at any meeting of the Directors or of any committee of the Directors on any resolution notwithstanding that it in any way concerns or relates to a matter in which they have directly or indirectly any kind of interest whatsoever providing always that they shall declare their interest to the Chair prior to a vote being taken and if they shall vote on any such resolution as aforesaid their vote shall be counted; and in relation to any such resolution as aforesaid they shall (whether or not they shall vote on the same) be taken into account in calculating the quorum present at the meeting.

SECRETARY

63. A Secretary can be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by the Directors.

MINUTES

64. The Directors shall cause Minutes to be made in books kept for the purpose:-
 - a. of all appointments of officers made by the Directors; and
 - b. of all proceedings at meetings of the Company, and of the Directors, of Committees of Directors, General Management Committees and sub committees including the names of the members present at each such meeting.

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THE SEAL

65. Any common seal may only be used by the authority of the directors. The directors may decide by what means and in what form any common seal is to be used. 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.

For the purposes of this article, an authorised person is—

- a. any director of the company;
- b. the company secretary (if any); or
- c. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

ACCOUNTS

66. The General Management Committee shall cause true accounts to be kept of the state and description of any investments made by the Club, of the sums of money received and expended by the Club, and the matters in respect of which such receipts and expenditure have taken place, and of the mortgages, bonds, debentures, obligations, securities, credits, assets and transactions of the Club. The books of accounts shall be subject to the control of the General Management Committee.

Any two of the Captain, Vice Captain, Finance Director and Ordinary member of the General Management Committee appointed as a cheque signatory can sign a cheque, purchase order, standing order, direct debit or direct transfer.

67. A Balance Sheet as at 30th November in each year and a Profit and Loss Account for the year to that date shall be made out once in every year and shall be laid before the Annual General Meeting of the Club; and such Balance Sheet shall contain a faithful summary of the assets and liabilities of the Club.
68. A copy of the Financial Reports and the Report (if any) by the General Management Committee shall be supplied to each Member prior to the Meeting at which it will be discussed.
69. 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.

NOTICES

70. 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

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information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

71. A notice or other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid envelope or cover addressed to such member to their address as registered in the books of the Company. Such notice or other documents may be sent to the email address of the member held by the Company or posted on the Company's website for members' perusal, with paper copies being available from the Secretary's office.
72. Any notice sent by post shall be deemed to be duly served on the day of posting the same; and in providing such service it shall be sufficient to prove that the notice was properly addressed and put into the post office. If such notice is sent by email then a copy of this notice and to whom it has been sent shall be kept on the Company's database and shall be sufficient to prove that the email was duly sent.
73. Any notice to be given by advertisement shall be inserted in such newspapers or posted on such websites as the General Management Committee may determine.

INDEMNITY

74. The Directors and members of the General Management Committee of the club shall at all times be indemnified out of the funds of the club against all loss, costs and charges which they may incur or be put to by reason or in consequence of any act, matter or thing done or permitted by them, in or about the execution of the duties of their office; and each of them shall be chargeable only with as much money as they may actually receive and shall not be answerable or accountable for loss, unless such loss shall be sustained through fraud or culpability or default.
75. No Director or member of the General Management Committee, their heirs, executors or administrators shall be liable for the act or acts of any other Director or member or for joining in any receipt or other act of conformity or for any loss or expense happening to the club through the insufficiency or deficiency of title to any property acquired for on behalf of the club or for the insufficiency or deficiency of any security in or upon which any of the funds of the club shall be invested or for any loss or damage arising from the bankruptcy, insolvency or wrongful act of any person with whom any money, securities or effects shall be deposited or for any loss damage or misfortune whatsoever, which shall happen in the execution of the duties of their office – or in relation thereto, unless the same shall happen through their own fraud, willful act or default.

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RULES OR BYELAWS

76. The Directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing categories of and conditions of membership.

a. Without prejudice to the generality of the foregoing they may by such rules or by-laws regulate:-

- i. The admission and classification of members of the Company and the rights and privileges of such members and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.
- ii. The conduct of members of the Company in relation to one another and to the employees of the Company.
- iii. The setting aside of the whole or any part or parts of the premises of the Company at any particular time or times or for any particular purpose or purposes.
- iv. The procedure at General Meetings and meetings of the Directors and committees in so far as such procedure is not regulated by these presents.
- v. And generally all such matters as are commonly the subject matters of rules or by-laws of a company formed for the purposes of the Company.

b. The Company in General Meeting shall have power to alter or repeal the rules or by-laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or by-laws which so long as they shall be in force shall be binding on all members of the Company; provided nevertheless that no rule or by-law shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company.

77. COMPANY NOT FORMED FOR PROFIT

- a. The income and property of the company shall be applied solely towards promoting the company's objects;
- b. No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Club / Company, whether by way of dividend, bonus or otherwise;
- c. On winding-up all assets which would otherwise be available to the members of the Company generally shall be transferred either to another body with objects similar to the objects of the Company or to another body the objects of which are the promotion of charity and anything incidental or conducive thereto (whether or not the body is a

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member of the Company) and the Company may by ordinary resolution at any time prior to its dissolution nominate such body as aforesaid.

- d. Nothing herein shall prevent any payment in good faith by the Company:-
 - i. Of reasonable and proper remuneration to any member, officer or employee of the Company (not being a Director) for any services rendered to the Company;
 - ii. Of reasonable and proper consideration for the purchase by the Company of any property, asset or interest therein from any member, Director or employee of the Company;
 - iii. Of interest on money lent by a member, Director or employee of the Company at a reasonable and proper rate per annum;
 - iv. Of reasonable and proper rent or other periodic payment for property let or occupied by the Company to any member, Director or employee of the Company, or
 - v. To any Director of reasonable out-of-pocket expenses.

78. DISSOLUTION

a) If the Directors determine that, for any reason, it is appropriate for the Club to be dissolved, it shall convene a Special General Meeting giving at least 21 days' notice and stating the terms of the proposed resolution.

b) If the proposal to dissolve the Club is confirmed by a two-thirds majority of the voting members present, the Directors of the Club may on winding up all assets which would otherwise be available to the members of the Company generally shall be transferred either to another body with objects similar to the objects of the Company or to another body the objects of which are the promotion of charity and anything incidental or conducive thereto (whether or not the body is a member of the company) and the Company may by ordinary resolution at any time prior to its dissolution nominate such body as aforesaid. No portion of the income and property shall be paid or transferred directly or indirectly by way of dividend, distribution, bonus, honoraria or otherwise howsoever by way of profit to the members.