

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3193179

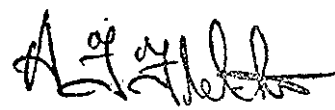
The Registrar of Companies for England and Wales hereby certifies that
THORNESIANS RUFC LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 1st May 1996



N03193179K


A. F. FLETCHER

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B



COMPANIES HOUSE

Please complete in typescript,
or in bold black capitals.

12

Declaration on application for registration

Company Name in full

THORNESIANS RUFC LIMITED



F012001J

I,

DAVID KEITH HARRIS

of

Richmonds House, White Rose Way, Doncaster DN4 5JH

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Handwritten signature]

Declared at

35 Porter Street Wollaton Nottinghamshire

the

Twenty Fourth

day of

April

One thousand nine hundred and ninety

Six

① Please print name.

before me ①

W. Reid (WAYNE REID)

Signed

W. Reid

Date

24/4/96

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Richmonds Solicitors	(Ref: DKH)
Richmonds House	White Rose Way Doncaster
South Yorkshire	Tel (01302) 762900
DX number 711420	DX exchange Doncaster 12



A06 *AH040L04* 533
COMPANIES HOUSE 25/04/96

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



COMPANIES HOUSE

Please complete in typescript,
or in bold black capitals.

Notes on completion appear on final page

10

**First directors and secretary and intended situation of
registered office**

Company Name in full

THORNESIANS RUFC LIMITED



F010001H

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Richmonds House

White Rose Way

Post town

DONCASTER

County / Region

South Yorkshire

Postcode DN4 5JH

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

X

Agent's Name

Richmonds Solicitors

Address

Richmonds House

White Rose Way

Post town

DONCASTER

County / Region

South Yorkshire

Postcode DN4 5JH

Number of continuation sheets attached

1

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

Richmonds Solicitors

Richmonds House White Rose Way DONCASTER

South Yorkshire Tel (01302) 762900

DX number 711420 DX exchange Doncaster 12



A06 *AH04PL05* 534
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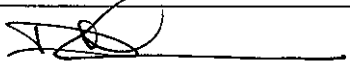
DX 235 Edinburgh

Company Secretary (see notes 1-5)

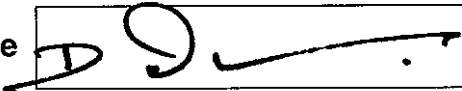
Company name		THORNESIANS RUFC LIMITED	
NAME	*Style / Title	MR	*Honours etc
* Voluntary details	Forename(s)	JAMES IAN	
	Surname	ROBSON	
	Previous forename(s)		
	Previous surname(s)		
Address	Windyridge Cottage		
Usual residential address For a corporation, give the registered or principal office address.	Fieldside Thorne		
	Post town	DONCASTER	
	County / Region	South Yorkshire	Postcode DN8 4BD
	Country	England	
I consent to act as secretary of the company named on page 1			
Consent signature			Date 23 April 1996

Directors (see notes 1-5)

Please list directors in alphabetical order

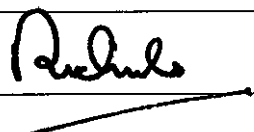
NAME	*Style / Title	MR	*Honours etc
	Forename(s)	DAVID	
	Surname	MASON	
	Previous forename(s)		
	Previous surname(s)		
Address	Tithe House Farm, Scunthorpe Road		
Usual residential address For a corporation, give the registered or principal office address.	High Levels Thorne		
	Post town	DONCASTER	
	County / Region	South Yorkshire	Postcode DN8 5SM
	Country	England	
	Day	Month	Year
Date of birth	22	01	44
	Nationality	English	
Business occupation	Company Director		
Other directorships	Bassindale Mason Developments Limited		
	Mason Pinder (Tool Makers) Limited		
I consent to act as director of the company named on page 1			
Consent signature			Date 23 April 1996

Directors (continued) (see notes 1-5)

NAME	*Style / Title	MR		*Honours etc	OBE TD DL	
* Voluntary details	Forename(s)	DAVID KEITH				
	Surname	HARRIS				
	Previous forename(s)	OBE TD DL				
	Previous surname(s)					
Address		Richmonds House				
Usual residential address For a corporation, give the registered or principal office address.		White Rose Way				
	Post town	DONCASTER				
	County / Region	South Yorkshire	Postcode	DN4 5JH		
	Country	England				
		Day	Month	Year		
	Date of birth	2 7	0 1	4 5	Nationality	English
	Business occupation	Solicitor				
	Other directorships	Directmade Limited				
		Hemswell Investments Limited				
I consent to act as director of the company named on page 1						
Consent signature					Date	23 April 1996

This section must be signed by**Either**an agent on behalf
of all subscribers

Signed



Date

23 April 1996

Or the subscribers**(i.e those who signed
as members on the
memorandum of
association).**

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.
The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**
 - dormant,
 - a parent company which wholly owned the company making the return,
 - a wholly owned subsidiary of the company making the return, or
 - another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

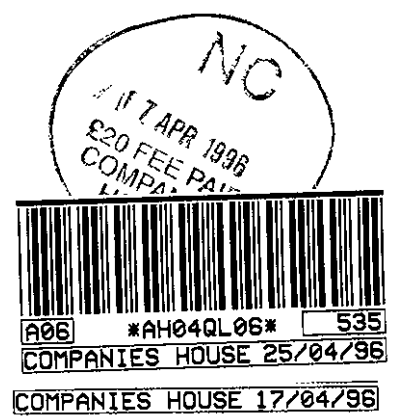
5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

W5C
THE COMPANIES ACT 1985

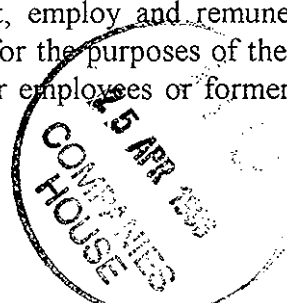
3193179
COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

THORNENSIANS RUFC LIMITED



- 1 The name of the company is "**THORNENSIANS RUFC LIMITED**" ("the Club").
- 2 The registered office of the Club is to be situate in England.
- 3 Except where the context otherwise requires the words and expressions set-out in clause 10 shall bear the meanings given to them therein.
- 4 The objects for which the Club is established are to carry on the business of a club so as to promote, encourage and foster the Game for the benefit of the Members including (but not limited to) the coaching and playing thereof at all levels and by providing for the Members leisure, sporting and recreation facilities (including but not limited to those concerning the Game) and the means of social friendship, welfare, enjoyment and mutual helpfulness and as incidental or conducive to any of those objects the Club shall have the following powers, namely:
 - 4.1 to take-over the property, assets and undertaking of the unincorporated club or association known as Thornensians Rugby Union Football Club;
 - 4.2 to take-over, maintain and develop the Ground at Coulman Street in Thorne, South Yorkshire and/or such other location or locations as the Club may from time to time determine as the headquarters of the Club so as to provide (in current circumstances) the best possible facilities for playing and non-playing Members and for visitors to the Ground;
 - 4.3 to promote, encourage and foster the Game at all levels for Members and for the population at large in the traditional or historic town of Thorne, South Yorkshire and generally in its surrounding and in other areas;
 - 4.4 to undertake such matches, fixtures and other activities as the Club shall decide;
 - 4.5 to acquire with or without consideration any legal and equitable estate or interest in land, any personal property and any rights, actions or privileges which the Club may think necessary or appropriate for the promotion of its objects and to construct, maintain, demolish, adapt and alter any buildings or erections necessary or convenient for the objects of the Club;
 - 4.6 to sell, improve, mortgage, develop, exchange, lease, dispose of, replace, turn to account or otherwise deal with all or any part of the property, rights and undertaking whatever of the Club;
 - 4.7 to let out or take on hire as places of assembly, display, exhibition, entertainment or otherwise any part or parts of any land or buildings and in such divisions and manner as may seem expedient;
 - 4.8 to edit, print and publish programmes, books, papers, reports, guide books, periodicals, circulars, articles and other matter;
 - 4.9 to hold coaching courses, training sessions, conferences, seminars, meetings, lectures and discussions whether relating to the Game or not;
 - 4.10 to register with the Union and to admit, employ and remunerate such players, officers and servants as may be required for the purposes of the Club and to grant pensions and retirement benefits to or for employees or former employees of the



- Club or others and to the widows, children or other dependants of deceased players and employees who are in necessitous circumstances and to pay or subscribe to funds or schemes for the provision of pensions and retirement benefits for players and for employees of the Club, their widows, children and other dependants;
- 4.11 to borrow or raise money for the purposes of the Club on such terms and on such security (if any) as may be thought fit and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise;
 - 4.12 to strengthen the bonds between the Club and the general community in the areas surrounding the Club;
 - 4.13 to establish, promote, form, co-operate with and support or aid in the establishment, promotion, running and formation and support of any sporting associations or institutions whatever and to subscribe or guarantee money for sporting or other purposes in any way connected with or calculated to further the general objects of the Club;
 - 4.14 to raise funds by any lawful means whatever and to invite and receive subscriptions, sponsorship, promotions, advertising revenue, endowments, grants (whether government, municipal or from any statutory or charitable body or otherwise), loans and donations (whether of real or personal property) and gifts, devises and bequests for all or any of the purposes aforesaid and to sell, charge, exchange, or dispose of, and lease and accept surrenders of leases of, and manage all real estate (including leaseholds) so received and whether not required to be or capable of being occupied for the purposes of the Club or otherwise and generally to manage, invest and expend all monies belonging to the Club;
 - 4.15 to invest the monies of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as herein provided;
 - 4.16 to sell or to co-operate with others in selling any promotional articles, materials, goods and merchandise for the purpose of promoting the objects of the Club;
 - 4.17 to establish, operate and carry on or to co-operate with others in establishing, operating and carrying on whether in any building in which the Club is interested or otherwise the supply thereof of food and drink and other refreshments by way of sale or otherwise subject to such restrictions as may be imposed from time to time by the Committee and subject thereto:
 - 4.17.1 the Ground shall be open during such hours as the Committee may decide and intoxicating liquor shall be supplied to Members and others as herein provided during such hours as may be fixed by the Committee (having due regard to the permitted hours within the licensing district in which the Ground is situated) and notified to the Police and also to the Clerk to the Licensing Justices as required by law but the Committee shall have power to close the Ground or any part thereof and/or to reduce the hours of supply of intoxicating liquor from time to time on affixing notice thereof on the Club's notice board at the Ground or otherwise as the Committee in its discretion decides;
 - 4.17.2 Members may introduce and may entertain bona fide guests at the Ground Subject always to such regulations and bye-laws as may be made by the Committee at any time;

- 4.17.3 All members and bona fide supporters of any visiting team or club and all members of the Yorkshire or other County Rugby Football Union and of the Union and all persons selected to play in or substitute or officiate at any representative or similar game or in any trial or exhibition match and their respective bona fide supporters and all spectators shall, for the actual day or days on which such game or match is played at the Ground, be temporary members of the Club entitled to all privileges of the Club other than those of voting or introducing guests. The same privileges shall apply to any sporting or other activity involving Members of the Club for which permission has not been denied or refused by the Committee;
- 4.17.4 Provision is hereby made for the admission to any premises on the Ground in respect of which the Club is registered under the Licensing Act 1964 (or any statutory modification or re-enactment thereof) of persons (other than Members or their guests) properly admitted to the Ground (including the payment of any admission charge on occasions when such a charge is payable) and for the sale of intoxicating liquor to them by or on behalf of the Club for consumption on such premises but subject always both to the provisions hereof and to all conditions from time to time imposed or attaching to any relevant Justices' On Licence;
- 4.17.5 Intoxicating liquor shall not be supplied to persons other than those specifically herein authorised save in respect of and at pre-arranged functions being functions authorised by the Committee including under any powers properly delegated from time to time by the Committee;
- 4.17.6 Intoxicating liquor shall not be sold for consumption other than at the Ground save for to Members in person;
- 4.17.7 Intoxicating liquor shall not be sold other than either (a) at the Ground or (b) at premises owned or controlled by a Member for which, if so required by the Licensing Acts, an occasional licence has been granted;
- 4.17.8 Beverages other than intoxicating liquor shall be equally available for consumption at all times and places that intoxicating liquor is so available;
- 4.18 to make representations at public enquiries, appeals, meetings or in such other ways as shall appear necessary or appropriate from time to time in furtherance of the objects of the Club and/or the Union;
- 4.19 to engage, employ and pay coaching staff, medical staff, bar staff, architects, surveyors, engineers, construction experts, accountants and solicitors and other professional or non-professional persons, clerks and other staff or persons for the purpose of fulfilling the objects of the Club;
- 4.20 to do all such other things as are necessary or appropriate to the attainment of the above objects or any one or more of them.
- 5 The income and property of the Club whencesoever and howsoever derived shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Association and no Member (save as herein specified) shall have any personal claim on any property of the Club and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members of the Club Provided always that nothing herein shall prevent the payment in good faith by the Club of a reasonable and proper remuneration to any Officer or servant of the Club, or to any Member of the Club (including the Committee), in return for any services actually rendered to the

Club or of interest on money lent (whether with or without security) or reasonable and proper rent for premises demised or let by any Member to the Club, but so that no remuneration or other benefit in money or money's worth shall be given by the Club to any member of the Committee of the Club except repayment of out of pocket expenses and interest on money lent or reasonable and proper rent for premises demised or let to the Club or services actually performed or to be performed Provided further that no such provision shall apply to any payment to any company or firm of which a Member or member of the Committee may be a member and in which such member shall not hold more than one-tenth (1/10th) part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

- 6 The liability of the Members is limited.
- 7 Every Member of the Club undertakes to contribute such amount not exceeding One pound (£1) in total as may be required to the assets of the Club if it should be wound up while he is a member, or within one (1) year after he ceases to be a Member, for payment of the debts and liabilities of the Club contracted before he ceases to be a Member, and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.
- 8.1 True accounts shall be kept of the sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure takes place and of the property, credits and liabilities of the Club and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles of the Club for the time being, such accounts shall be open to inspection of the Members.
- 8.2 Once at least in every year the accounts of the Club shall be examined and the correctness thereof and of the balance sheet ascertained by Auditors qualified to act as auditors under the Companies Act 1985.
- 9 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Club but shall be given or transferred to some other sporting institution or institutions having objects similar (save as to the Game) to the objects of the Club, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the Members of the Club in general meeting at or before the time of dissolution or, in default thereof, by a judge of the High Court of Justice having jurisdiction in regard to such funds and, if and insofar as effect cannot reasonably be given to the aforesaid provision, then to some sporting or to some charitable object.
10. "Auditors" means the auditors of the Club for the time being.
"Committee" means the Committee designated in the Articles of Association and "Committee Member" or "member of the Committee" means a member of the

"Game"	Committee for the time being and shall include a person co-opted under the Articles of Association. means the game of Rugby Union Football or as the Members in general meeting authorise or in addition so decided.
"General Meeting"	means a general meetings of Members.
"Ground"	means the ground including stands, clubhouse and other buildings built thereon maintained and developed under the provisions of clause 4.
"Member"	means a member of the Club.
"Officers"	means the Officers so designated in the Articles
"Regulation"	means a resolution or instruction made in accordance with the Articles of Association.
"Union"	means the Rugby Football Union.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names and addresses of subscribers:

Signatures:

Witness to the above signatures:

DAVID KEITH HARRIS
Richmonds House, White
Rose Way, Doncaster, South
Yorkshire DN4 5JH



N.J. Holden
Richmonds House
White Rose Way
Doncaster
South

DAVID MASON
Tithe House Farm,
Scunthorpe Road, High
Levels, Thorne, Doncaster,
South Yorkshire DN8 5SM



C. Clark
6 GRAMPAN WAY
THORNE
JUSTICE OF THE PEACE

Dated

15 April

1996

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

THORNESIANS RUFC LIMITED

PRELIMINARY

- 1.1 Except where the context otherwise requires words and expressions used in the Articles as set-out in clause 63 shall bear the meanings given to them therein.
- 1.2 Subject to Article 1.1 above words and expressions used in the Articles, unless the context otherwise requires, shall have the same meaning as in the Act. Statutory references in the Articles shall include, subject as aforesaid, the statute as amended, extended or applied by or under any other statutory provision or as re-enacted. Any references in the Articles to a member of the Committee shall be construed as one with the expression 'director' in section 741 of the Act, and the expression 'Committee' shall be construed accordingly.
- 2.1 The Club is established for the purposes expressed in the Memorandum of Association.
- 2.2 The Club is to be a private company.
- 2.3 The Articles are deemed to be delivered and completed as a Deed at the same time as incorporation, or adoption of the Articles by special resolution of the Company as the case may be, and the members for the time being are deemed to be bound accordingly by the Articles and acknowledge the effect under section 14 of the Act as to the Memorandum and Articles of Association of the Club.

MEMBERS

- 3.1 The Members of the Club shall be the persons whose names are for the time being entered in the Register of Members.
- 3.2 The number of members with which the Club proposes to be registered is unlimited and there may be such one or more class of Members having such rights and subject to such restrictions, conditions, duties, privileges and subscriptions as the Members entitled to receive such notice of and to attend and vote at any general meeting of the Club by special resolution may determine.
- 4.1 The subscribers to the Memorandum of Association and such other persons who may be proposed and seconded for membership respectively by any Member of the Club at a meeting of the Committee, sign an application form and pay any fees the Committee may from time to time prescribe, and as the Committee within their absolute discretion shall admit to membership, shall be Members of the Club. The requirement to sign an application form shall not apply to persons who at the date

of incorporation of the Club are fully paid-up members of the unincorporated body known as Thornensians Rugby Union Football Club all of whom shall be and become Members of the Club subject only to such requirements (if any) as may be prescribed by the Committee.

- 4.2 Save as provided in clause 4.1 above no person may be admitted to membership without an interval of at least two (2) days between the dates of nomination and admission.
- 4.3 The Committee shall not be under any obligation to state to any person or body any reason for the rejection of any application for membership the Committee in its total discretion being free to accept or reject each and every such application.
- 4.4 No person may be accepted for membership when he is under the age of sixteen (16) years and the purported admission of any person under the age of sixteen (16) shall be void
- 5.1 A person shall cease to be a member of the Club thirty (30) days after (a) the Club receives from him notice in writing of his intention to resign and he has paid any moneys presently payable to the Club or (b) a resolution is passed by the Members in general meeting that he should cease to be a member or (c) pursuant to Article 5.2 Provided always that membership of the Club shall not be assigned, transferred or transmitted in any way. The rights of a Member as such are personal and shall not be transferable and shall cease and determine absolutely on the death of a Member or on the termination of his membership by the Committee.
- 5.2 The Committee may and shall have the absolute power to terminate or suspend a Member from membership and/or such benefits and privileges of the Club as the Committee thinks fit and in which event the Committee shall not be under any duty to state any reason for any such termination or suspension of membership, benefits or privileges.
- 5.3 The Committee shall have power to create a class or classes of persons called Minis and/or Juniors or with such other title as the Committee may decide using as criteria age or otherwise as it shall think fit. Such persons shall not be Members within these Articles and they shall have only such rights, privileges and obligations as the Committee shall decide. Any person recognised in this class shall cease to be entitled to such recognition on attaining the age of eighteen (18) years
- 5.4 It shall be the duty of each Member to advise the Secretary promptly of each change of address. All notices and letters dispatched by post to a Member at the address registered in the Register of Members (which shall be conclusive proof thereof) shall be deemed to have been properly delivered
- 5.5 The President or Chairman or Secretary or any person appointed by any one of them shall have the power to order the withdrawal from the Ground or any part thereof of any Member who is in breach of any of these Articles, any Regulation or bye-law adopted by the Club or specified by the Committee or any Rule or Regulation of the Union which is applicable to the Ground or its use by Members

or who otherwise is, in the opinion of the President or Chairman or Secretary or their appointee or appointees, guilty of misconduct without any such Officer or person being required to state or give any reason.

- 5.6 The Committee shall have power to reprimand a Member for any infringement of these Articles, any Regulations, any bye-law, the Rules or Regulations of the Union, the Laws of the Game or for any conduct which (in the opinion of the Committee) is prejudicial to the interests of the Club or the Game. The procedure for the exercise of this power shall be prescribed by the Committee in its absolute discretion and details thereof shall be kept by the Secretary and be available for inspection by Members at all reasonable times by not less than forty-eight (48) hours prior written notice to the Secretary

GENERAL MEETING

- 6 The Club shall in each year hold a general meeting as its annual general meeting ("AGM") in addition to any other meetings in that year and not more than fifteen (15) months shall elapse between the date of one annual general meeting of the Club and that of the next. Provided that so long as the Club holds its first annual general meeting within eighteen (18) months of its incorporation it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Committee shall appoint. Unless otherwise determined in its discretion by the Committee the Club shall hold its AGM during May each year.
- 7 All general meetings, other than AGM's, shall be called extraordinary general meetings.
- 8 The Committee may whenever it thinks fit convene an extraordinary general meeting and extraordinary general meetings shall also be convened by written requisition by members of the Club to the Secretary who, as at the date of the deposit of the requisition, represent not less than one-tenth (1/10th) of the total voting rights of all the members having at the said date a right to vote at general meetings of the Club. .

NOTICES OF GENERAL MEETINGS

- 9 An AGM and a meeting called for the passing of a special resolution shall be called by twenty-one (21) clear days' notice in writing and a meeting of the Club, other than an AGM or a meeting for the passing of a special resolution, shall be called by fourteen (14) clear days' notice in writing respectively. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. The notice shall be given, in manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Committee, to all the Members, to the members of the Committee and to the Auditors Provided always that any meeting of the Club shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote in the case of an AGM and in the case of any other meeting a majority in number of the Members having

the right to attend and vote being a majority together holding not less than ninety-five per cent (95%) of votes giving that right. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings, at any meeting.

- 10 Any notice convening a general meeting must indicate the place, date and time of it, set out and describe as such all proposed special and extraordinary resolutions, say if it is to be an AGM, and describe generally the nature of all intended business, except routine business at an AGM comprising consideration of the accounts, balance sheet, and the reports of the Committee and Auditors, the election of members of the Committee in place of those retiring, and the appointment of, and the fixing of the remuneration (if any) of, the Auditors.

PROCEEDINGS AT GENERAL MEETINGS

- 11 Business shall not be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided a quorum shall not be less than one-tenth (1/10th) of all the persons who at the commencement of the meeting are Members of the Club and are entitled to attend and vote thereat including (without prejudice to the generality hereof) having paid all monies due to the Club.
- 12 If within thirty (30) minutes from the time appointed for the holding of a general meeting a quorum is not 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 at such other place as the Committee may determine and if at such adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for holding the meeting or if during the meeting a quorum ceases to be present the Members actually present or remaining present who are entitled to attend and vote thereat shall be a quorum.
- 13 The President, or in his absence or if he is unwilling the Chairman (if any), shall preside as chairman at every general meeting but if there be no such President or Chairman, or if at any meeting neither shall be present within fifteen (15) minutes after the time appointed for holding the same or both shall be unwilling to preside, the members of the Committee present shall choose by simple majority some member of the Committee or if no such member be present, or if all the members of the Committee present decline to take the chair, they shall choose some Member of the Club who shall be present and entitled to vote thereat to preside. The chairman of the meeting shall conduct and make all arrangements and determine all disputes at any meeting as in his absolute discretion, but subject to these Articles, he shall think fit.
- 14 The chairman or any general meeting of the club may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have

- been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty (30) days or more notice of the adjourned meeting shall be given in the same manner as for an original meeting. Save as aforesaid the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at, an adjourned meeting.
- 15 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chairman or any Member present in person. The representative of a corporation may demand a poll and vote on a show of hands or on a poll and in so demanding or voting the corporation shall be deemed to be acting personally. Unless a poll be so demanded a declaration by the chairman of the meeting 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 Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution save that any error which would change the result of a resolution being passed or not as the case may be at the meeting shall vitiate the resolution in question. The demand for a poll may be withdrawn.
- 16 Except as provided in Article 17, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 17 A poll demanded on the election of a chairman of the meeting, or on a question of adjournment, shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 18 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

WRITTEN RESOLUTIONS

- 19 Subject to the terms of the Act, a resolution in writing may consist of two or more documents in like form each signed by one or more of the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Club duly convened and held. Any resolution may be proposed and passed as special, extraordinary, ordinary or otherwise notwithstanding that the Club has given less than twenty-one (21) or fourteen (14) days' notice thereof, or of the meeting or adjourned meeting at which it is proposed to be passed as the case may be, if it is so agreed by the majority of the members entitled to vote on any resolution as mentioned in the Proviso to Article 9.

VOTES OF MEMBERS

- 20 Subject as herein provided each Member shall have one (1) vote.

- 21 A Member shall not be entitled to vote at any general meeting unless all moneys presently owing by him (whether demanded by the Club or not) have been paid in full.
- 22 On a poll votes may be given personally or by proxy and any instrument of proxy shall be in such form as the Committee may require or, in the absence of any such requirement of the Committee, in any other common or usual form.

OFFICERS

- 23.1 The Officers of the Club shall be the Club President, a Chairman of the Club, a Secretary, a Treasurer and such other officers as the Club may in general meeting from time to time determine
- 23.2 The Officers of the Club shall be elected at each AGM held in accordance with Article 6
- 23.3 Each Officer on election at an AGM shall hold office from the end of that meeting until the end of the next following AGM
- 23.4 If any such office shall fall or remain vacant at or between one AGM and the next such vacancy shall be filled by a decision of the Committee for the period of the vacancy
- 23.5 The election of the Officers shall be subject to the following provisions:
 - 23.5.1 Any Member who has paid all moneys presently owed by him to the Club shall have the right to make nominations, with the written consent of a candidate, for election to any one or more of the offices named in or created under the provisions of Article 23.1. Such nominations must be sent in writing so as to reach the Secretary not later than seven (7) days prior to the AGM. The Committee shall also have the right to make nominations for the election of Officers. Each such nomination must be seconded by a Member other than the Member making the nomination. The AGM considering any such election may waive the requirement to have given not less than seven (7) days prior notice of the nomination.
 - 23.5.2 The election of each Officer shall be decided by a majority of votes of Members recorded.
 - 23.5.3 In the event of an equal number of votes being cast for two or more candidates for any office a further election for that office shall immediately be held between those candidates for whom the votes cast are equal in number. If there shall be equality of votes the members of the retiring Committee present at the time shall decide who shall, from those candidates receiving an equal number of votes in the second election, be the holder of the office concerned for the ensuing year. The members of the Committee aforesaid may require a break (not exceeding fifteen (15) minutes) in the proceedings of the AGM to consider their decision.

VICE-PRESIDENTS

- 24.1 The Committee may each year nominate for election at the AGM as Vice-Presidents of the Club such Member or Members as they consider merit special recognition for services to the Club. Any Member so elected shall remain a Vice-President until ceasing to be a Member. The position of Vice-President shall not carry any rights or obligations and in particular a Vice-President shall not be an Officer or Member of the Committee unless separately elected as such.

PATRONS

- 24.2 The Committee may at its absolute discretion establish under whatever name or distinction it decides any varying or different classes of membership on and subject to such terms and conditions (including, but without prejudice as to the generality hereof, as to the amount of subscription or other monies payable to the Club) as the Committee from time to time determines save that (unless otherwise determined by the Committee) no such designated class shall carry any rights or obligations other than those of and as a Member. The Committee may appoint any person to any such class of membership.

COMMITTEE OF MANAGEMENT (THE COMMITTEE)

- 25 The Committee shall consist of the number of Members of the Club as shall be determined by the Members of the Club and, until and unless otherwise determined by the Members in general meeting, shall consist of:

25.1.1 The Officers; and

25.1.2 Six (6) Members duly elected in accordance with this Article 25.

A member of the Committee shall hold office from the end of the AGM at which he is elected until the end of the following AGM;

25.2 The election of members of the Committee shall be subject to the following provisions:

25.2.1 Any Member who has paid all moneys presently owing by him to the Club shall have the right to make nominations, with the written consent of the candidate, for election as Committee Members provided for in Article 25. Such nominations must be sent in writing so as to reach the Secretary not later than seven (7) days prior to the AGM. The Committee shall also have the right to make nominations for the election of Committee Members without restriction on the number of nominations. Each such nomination must be seconded by a Member other than the Member making the nomination. The AGM considering any such election may waive the requirement to have given not less than seven (7) days prior notice of nomination.

25.2.2 The election of members of the Committee shall be decided by a majority of votes recorded

25.2.3 In the event of an equal number of votes being cast for two or more candidates for the last seat or seats on the Committee a further election shall immediately be held for the last seat or seats between those candidates for whom the votes cast for such seat or seats are equal in number. If there shall still be equality of votes the members of the retiring Committee present at the time shall

decide who shall from those candidates receiving an equal number of votes in the second election be holders of the last seat or seats on the Committee for the coming year. The members of the Committee aforesaid may require a break (not exceeding fifteen (15) minutes) in the proceedings of the AGM to consider their decision.

25.3 The Club may increase or reduce the number of members of the Committee from time to time Provided always that the minimum number shall not be less than three (3) in addition to the Officers.

25.4 If any vacancy of a member of the Committee shall fall or remain vacant at or between one AGM and the next such vacancy shall be filled (if it so decides and subject to Article 25.3) by a decision of the Committee for the period of such vacancy.

25.5 The Committee shall have power to co-opt as a member of the Committee any additional Member of the Club as it decides and any person so co-opted shall be and remain a member of the Committee until the AGM next following his co-option.

POWERS AND DUTIES OF THE COMMITTEE

- 26 The business of the Club shall be managed and administrated by the Committee who may pay all expenses incurred in promoting and registering the Club and may exercise all powers of the Club, subject nevertheless to the provisions of the Act the Articles and to such regulations as may be prescribed by the Club in general meeting; But any regulation made by the Club in general meeting shall not invalidate any prior act of the Committee which would have been valid if that regulation had not been made.
- 27 The Committee may make from time to time and at any time such rules, regulations or bye-laws not inconsistent with the Memorandum and the Articles as they (in their discretion) consider to be in the good interests of the Club subject always to any extension, modification or repeal thereof resolved to be made by the Members in general meeting and any such rules, regulations or bye-laws shall be deemed not to form part of the Articles and shall be construed separately from the Articles except as such rules, regulations or bye-laws may specifically provide to the contrary but nevertheless shall be binding on the Members and the Committee (subject as aforesaid) as therein provided.
- 28 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Club shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any one or more of the Committee or by the Treasurer alone or generally in such manner as the Committee shall from time to time determine.
- 29 The Committee may exercise all the powers of the Club and generally to borrow money without limit as to amount and upon such terms and in such manner, and to grant any mortgage, charge or security over its undertaking, property and uncalled

capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Club, or of any third party, as in their absolute discretion they think fit.

- 30 The Committee shall cause minutes to be made:
- 30.1 of all the appointments of Officers made and members of the Committee co-opted by the Committee; and
 - 30.2 of the names of the Committee present at each meeting of the Committee and any sub-committee thereof; and
 - 30.3 of all resolutions, proceedings and business at all meetings of the Club and of the Committee, and of any sub-committee, and, together with all registers, instruments, contracts, notices, records or other information or any thereof statutorily or otherwise required to be registered or recorded by the Club, the same may be recorded as the Committee (in its discretion) may determine in books or by some other means so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 31.1 The members for the time being of the Committee may act notwithstanding any vacancy in their body Provided always that in case the members of the Committee shall at any time be or be reduced in number to less than the minimum number Prescribed by or in accordance with these Articles it shall be lawful for them to act as the Committee for the purpose of admitting persons to membership of the Club, filling up vacancies in their body, or of summoning a general meeting, but not for any other purpose.
- 31.2 The Committee may from time to time and at any time appoint a member of the Club to be a member of the Committee, either to fill a casual vacancy or by way of addition to the Committee, Provided always that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next AGM, but he shall then be eligible for re-election.

DISQUALIFICATION OF MEMBERS OF THE COMMITTEE

- 32 The office of a member of the Committee shall forthwith be vacated and determined if he:
- 32.1 becomes bankrupt or he makes any arrangement or composition with his creditors generally; or
 - 32.2 becomes a person in respect of whom an order is made by any competent court by reason of mental disorder; or
 - 32.3 ceases to be for whatever reason a member of the Club; or
 - 32.4 resigns his office by notice in writing to the Club; or
 - 32.5 becomes prohibited from holding office by reason of any of the matters in the Company Directors Disqualification Act 1986; or

- 32.6 is convicted of an offence which (in the view of the Committee) is likely to bring the Club into disrepute; or
- 32.7 is removed from office under the provisions of the Act or the Articles immediately upon the happening of any such event.

ROTATION OF MEMBERS OF THE COMMITTEE

- 33 At the first AGM and at every subsequent AGM, all Officers and members of the Committee for the time being shall retire from office.
- 34 The retiring officers and other members of the Committee shall be eligible for re-election except that the office of Chairman of the Club shall not be held more than three (3) times in immediate succession by the same person.
- 35 The Club may, at the meeting at which all Officers and members of the Committee retire in manner aforesaid, fill up the vacated offices by persons elected thereto and in default the retiring members, except to the extent aforesaid in respect of the office of Chairman of the Club, if offering themselves for re-election, shall be deemed to have been re-elected (except as aforesaid) unless a resolution for the re-election of retiring members shall have been put to the meeting and lost.
- 36 No person not being a member of the Committee retiring at the meeting shall, unless recommended by the Committee for election, be eligible for election to membership of the Committee at any general meeting unless within the prescribed time before the day appointed for the meeting there shall have been given to the Secretary notice in writing, by some Member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.
- 37 The Club may from time to time in general meeting determine in what rotation any increased or reduced number of members of the Committee shall go out of office, and may make the appointments necessary for effecting any such increase.
- 38 In addition and without prejudice to the provisions of section 303 of the Act, the Club may by extraordinary resolution remove any member of the Committee before the expiration of his period of office, and may by an ordinary resolution appoint another Member in his stead but any person so appointed shall retain his office so long only as the Member in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF THE COMMITTEE

- 39 The Committee may meet together for the despatch of business, adjourn, and otherwise regulate their meetings generally as they think fit. Questions arising at any meeting of the Committee shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote. A member of the Committee may, and the Secretary on the requisition of a member of the Committee shall, at any time summon a meeting of the Committee. It shall

not be necessary to give notice of a meeting of the Committee to any committee member for the time being absent from the United Kingdom unless he has given the Club notice of his address abroad. Subject thereto the Secretary shall give not less than seven (7) days prior notice in writing to each Committee member not present at any meeting of the Committee when the date, time and place of any meeting was fixed.

- 40 The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and, unless so fixed, shall be five (5) and in any case shall never be less than three (3).
- 41 The Chairman of the Club shall be entitled to preside at all meetings of the Committee at which he shall be present but in his absence the Committee shall elect another person to preside for that meeting.
- 42 The Committee may delegate any of their powers to sub-committees consisting of such Member or Members of the Club as they think fit and any sub-committee so formed shall, in the exercise of powers so delegated, conform to the Articles and to any regulations imposed on it by the Committee. The meetings and proceedings of any such sub-committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Committee so far as applicable and so far as the same shall not be superseded by any regulations or directions made or given by the Committee.
- 43 All acts bona fide done by any meeting of the Committee or of any sub-committee, or by any person acting as a member of the Committee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that he or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Committee.
- 44 A resolution may be in writing and may consist of two or more documents in like form signed by one or more of all the members for the time being of the Committee or of any sub-committee who are entitled to receive notice of a meeting of the Committee or of such sub-committee and shall be as valid and effectual as if it had been passed at a meeting of the committee or of such sub-committee duly convened and held.

CLUB SEAL

- 45 The Seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Committee and in the presence of at least two (2) members of the Committee or one member thereof and the Chairman or Secretary, and the said members and Chairman or Secretary shall sign every instrument to which the Seal shall be so affixed in their presence and, in favour of any purchaser or person bona fide dealing with the Club, such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

INDEMNITY

- 46 Subject to section 310 of the Act every Committee member or other officer of the Club shall be wholly and fully indemnified out of the assets of the Club against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under sections 144 (3) or 727 of the Act in which relief is granted to him by the Court, and no committee member or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Club in the execution of the duties of his office or in relation thereto.

CLUB SECRETARY

- 47 Subject to sections 10 (3) and 288 (2) of the Act the Secretary shall be appointed in accordance with Article 23 by the Members at the AGM at such remuneration (if any) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by the Members. The Secretary shall be the company secretary for the purposes of the Act.
- 48 A provision of the Act or the Articles requiring or authorising a thing to be done by or to a Committee member and the Secretary shall not be satisfied by its being done by or to the same person acting both as a committee member and as, or in place of, the Secretary, and anything required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy secretary or, if there is no assistant or deputy secretary capable of acting, by or to any officer of the Club authorised generally or specially in that behalf by the Committee.

CLUB FINANCE

- 49.1 The Club's income shall be obtained annually from the subscriptions of Members, from investments and securities, from gate monies and ticket receipts for matches arranged by the Club at the Ground, from the letting of the Ground, from sponsorship, from donations and gifts, from grants, from sponsorship and/or advertising or promotion, and from any other available source whatever.
- 49.2 The profits of the Club shall be applied only in furthering the objects of the Club.
- 49.3 The Club shall have power to receive money on deposit or security or loan from Members or others on such terms as the Committee in its absolute discretion may decide.
- 49.4 A Financial Statement of the Club's affairs shall be made up to 30 April in each year (or such other date as may be determined from time to time by the Club in general meeting) and shall be signed by the President, the Treasurer, the Secretary and one Member of the Committee. Such statement shall be audited by the Auditors and a copy of the signed Financial Statement, together with the Auditors' report thereon, shall be given or made available at, or sent to each member with a notice calling, an Annual General Meeting.

- 49.5 The Club may participate in a direct debiting scheme as an originator for the purpose of collecting subscriptions for any category of membership and/or any other amounts due to the Club. In furtherance of such a scheme the Club may enter into an indemnity required by the bank upon whom direct debits are to be originated and such indemnity may be executed on behalf of the Club by the Treasurer or Secretary or as otherwise determined pursuant to the Articles.

SUBSCRIPTIONS

- 50 Each Member shall, according to membership category, pay to the Club not later than 1 September (or such other date as may be determined by the Committee) such annual subscription as the Committee may from time to time determine. Any person who has not paid any such annual subscription by 31 December shall forthwith (that is to say as from 1 January next following) cease to be a Member of the Club.

ACCOUNTS

- 51 The Committee shall cause accounting records to be kept in accordance with section 221 of the Act.
- 52 The accounting records shall be kept at the registered office of the Club or, subject to section 222 of the Act, at such other place or places as the Committee shall think fit, and shall always be open to the inspection of the members of the Committee.
- 53 Subject to any reasonable restriction determined by the Committee as to the time and manner of inspecting the same, the accounts and books of the Club or any of them shall be open to the inspection of the Members.
- 54 The Committee shall from time to time cause to be prepared and to be laid before the Club in general meeting such income and expenditure accounts and balance sheets and reports as are required by sections 226, 234, 234A and 235 of the Act, and otherwise comply with the requirements of Chapter I of Part VII of the Act.
- 55 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Club in general meeting, together with a copy of the Auditors' report and Committee's report shall, not less than twenty-one (21) days before the date of the meeting, subject nevertheless to Articles 9 and 58 be sent to every Member and every holder of debentures of the Club Provided always that this Article shall not require a copy of those documents to be sent to any person of whose address the Club is not aware or to more than one of the joint holders of any debentures.

INCOME

- 56 The income of the Club shall be applied solely towards the provision of all or any of the objects of the Club in accordance with clause 4 of the Memorandum of Association of the Club at such time or times and in such manner as the Committee

in its discretion shall think fit, with power to the Committee to create a reserve fund or funds to be applicable as aforesaid and pending such application to invest it as the Committee (without being responsible for loss) shall think fit Provided always that the payment of dividends to the Members is strictly prohibited. Interest may be paid to Members (including Officers and member of the Committee) on debentures or loans made to the Club.

AUDIT

- 57 Auditors shall be appointed and their duties regulated in accordance with sections 235 to 237 and Chapter V of Part XI of the Act.

NOTICE

- 58 A notice may be given by the Club to any Member either personally or by sending it by post to him at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, supplied by him to the Club for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty-four (24) hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Only if so determined by the Committee for a specific meeting or purpose notice may also, in the alternative or in addition, be validly given for all purposes by being affixed in a clear position at the Ground or otherwise as for the purpose of such meeting may be determined by the Committee in its discretion.
- 59 Notice of every general meeting shall (subject as aforesaid) be given in any manner hereinbefore authorised to:
- 59.1 every Member except those members who (having no registered address within the United Kingdom) have not supplied to the Club an address within the United Kingdom for the giving of notices to them;
 - 59.2 every Person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting;
 - 59.3 the Committee;
 - 59.4 the Auditors for the time being of the Club.

No other person shall be entitled to receive notices of general meetings.

COLOURS

60. When representing the club playing the Game Members shall wear the Colours unless the Committee otherwise determines

RECORDS

- 61 The Committee may cause all or any books, minutes, registers, instruments, contracts, notices, records or other information or any thereof statutorily or otherwise required to be registered or recorded by the Club to be recorded as the Committee may determine in books or by some other means so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification and any reference in the Articles to books or registers or other documentary record shall be deemed to include such other means as aforesaid.

DISSOLUTION

- 62 The provisions (if any) for the time being in the Memorandum of Association relating to the winding up and dissolution of the Club shall have effect as if the provisions thereof were repeated in the Articles.

DEFINITIONS

- 62 “AGM” means an Annual General Meeting of the Club
“the Act” means the Companies Act 1985
“Articles” means the Articles of Association set-out above, and “Article” shall be construed accordingly
“Auditors” means the auditors of the Club for the time being.
“the Club” means the company to which these Articles apply, namely Thornensians RUFC Limited.
“Colours” means the recognised Club colours which, unless and until otherwise determined by the Committee, shall be royal blue, white and black
“Committee” means the Committee designated in Article 25 and “Committee Member” or “Member of the Committee” means a member of the Committee for the time being and shall include a person co-opted under Article 32.
“Financial Statement” means a properly audited Balance Sheet together with a Statement of Accounts showing Income and Expenditure.
“Game” means the game of Rugby Union Football.
“General Meeting” means a general meetings of Members.
“Ground” means the ground including stands, clubhouse and other buildings built thereon maintained and developed under the provisions of Memorandum of Association.
“Secretary” means the Secretary of the Club for the time being.
“IRFB” means the world governing body of the Game which at the date of the adoption of these Rules is the International Rugby Football Board of which the Union is a member.

"Laws of the Game"

means the laws promulgated by the IRFB from time to time according to which the Game is played throughout the world.

"Member"

means a member of the Club.

"Officers"

means the officers designated in Article 23.

"Regulation"

means a resolution, regulation, bye-law or instruction made in accordance with the Articles.

"Union"

means the Rugby Football Union.

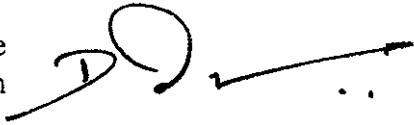
Names and addresses of subscribers:

Signature:

Witness to the signature:

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JUSTICE OF THE PEACE

DATED 15 April

1996