
**ARTICLES OF ASSOCIATION
OF
WEYMOUTH GOLF CLUB LIMITED.**

**Weymouth Golf Club Limited is a Private Company,
Limited by Guarantee, and not having a Share Capital**

Company Number 00842093, incorporated 22 March 1965

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1. GENERAL

Weymouth Golf Club Primary Purpose

To provide golf facilities in Weymouth, Dorset. These are to include an 18-hole golf course, practice area, clubhouse (including bar and restaurant), green keepers' sheds, car parking and other necessary facilities in relation to the game of golf.

These facilities are for the use of Playing and Social Members of the Club and others, as determined from time to time by the Golf Board and Members.

The income and property of the Club, however derived shall be solely used for the upkeep, promotion and improvement of the Club. No part in any form, directly or indirectly, shall be paid to Members of the Club.

The Management Board shall raise income for the Club from subscriptions, green fees, franchise fees, entrance fees, the sale of food and alcohol and other services as they deem fit.

Supersession

This version of the Weymouth Golf Club Ltd, Articles of Association, dated 18 March 2020, was accepted by the membership at an AGM, this supersedes all previous versions. This document also supersedes and makes void the Weymouth Golf Club Limited, Memorandum of Association, dated March 1965.

2. INTERPRETATION AND LIMITATION OF LIABILITY

a) Defined Terms

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

Articles means the Company's Articles of Association;

Chairperson of the meeting has the meaning given in Article 4, a) 3;

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 has the meaning given in Chap 46, Part 38, Section 1168 of the Companies Act 2006;

Member has the meaning given in Chap 46, Part 3, Chap 2, Section 112 of the Companies Act 2006;

Ordinary resolution has the meaning given in Chap 46, Part 3, Section 282 of the Companies Act 2006;

Management Board the elected representatives to manage the Club.

Month calendar month.

Proxy notice	has the meaning given in Article 6 Para b4;
President	has the meaning given in Article 4e;
Supersedes	to take the place of, as by reason of superior worth or right. To obliterate, replace, make void, or useless
Subsidiary	has the meaning given in Chap 46, Part 38, Section 1159 of the Companies Act 2006
The Club	means Weymouth Golf Club Ltd
The Committee	means the Golf Club Committee
The Office	the Registered Office of the Club.
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.
The Seal	the Common Seal of the Club
The United Kingdom	Great Britain and Northern Ireland.

b) Liability of Members

Weymouth Golf Club Limited is a Company registered at Companies House. It is a Private Company, Limited by Guarantee, and not having a Share Capital.

The Guarantee is as follows:

Every member of the Club undertakes to contribute to the assets of the Club in the event the same being wound up whilst they are a Member, or within 1 calendar year after they cease to be a Member, for the payment of debts and liabilities of the Club contracted before they ceased to be a Member. This includes the costs, charges and expenses of winding up. This contribution by the Members will be not exceed a sum equal to 10 percent of the Annual Subscription payable by the Member in the year winding up takes place and in the case of a former Member, the year in which they cease to be a Member.

3. THE SEAL

The Directors will decide by what means and in what form the Common seal is to be used.

Unless otherwise decided by the Directors, when the Company Common Seal 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-

any Director of the Company;

the Company secretary (if any); or

any person authorised by the Directors for the purpose of signing documents to which the Common seal is applied.

4. MANAGEMENT STRUCTURE

The Club shall operate under a two-tier management structure comprising a Club Management Board (chaired by the President) and a Golf Club Committee (chaired by the Captain, see Club Rules).

The Club Management Board shall deal with the Long-Term Planning for the golf Club and all Financial matters. This includes all mortgages, leases, equipment hire, loans, insurances or other transactions as thought fit for the management of the Club.

The Club shall not support anything that would lead to it being a Trade Union.

The Management Board are responsible for the Articles of Association and the Management and control of the AGM and any Board or Member 'called' EGM.

The Golf Club Committee are responsible for the day to day management of all Golfing, Clubhouse and Members Issues.

a) Management Board

1. Unless otherwise determined by a General Meeting, the Board shall consist of the President, the Captain of the Club, together with six elected Members who shall be a Club Member of at least 2 years standing. The other 6 Members are:
 - a. Vice-Captain
 - b. Finance Chairperson
 - c. House Chairperson
 - d. Greens Chairperson
 - e. Projects Chairperson
 - f. Media Chairperson
2. All 8 Members of the Management Board are Directors of Weymouth Golf Club whilst holding office. These Officers of the Club will be elected at a General meeting.
3. The President will chair all Management Board meetings, The Club Captain will deputise in the absence of the President.
4. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (the President) to give such notice.
5. Notice of any Directors' meeting must indicate, its proposed date and time, where it is to take place and if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
6. Notice of a Directors' meeting must be given to each Director, but need not be in writing. This Notice need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days before the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

7. The Management Board may from time to time, at any time appoint a Member of the Club as a Member of the Board, either to fill a casual vacancy, or by way of addition to the Board, provided that the prescribed maximum not be exceeded. Any Member so appointed shall retain their office only until the next Annual General Meeting, but then shall be eligible for re-election.

No person who is not a Member of the Club shall in any circumstance be eligible to hold office as a Member of the Board or Committee.

8. No Member of the Management Board or Committee shall receive any remuneration for his or her services.
9. All Members of the Management Board shall retire after their term of office and are then eligible for re-election. The names of any retiring Members of the Board who are not standing for re-election shall be exhibited on the Notice Board of the Clubhouse thirty days before the Annual General Meeting.
10. No person shall be eligible for election to membership of the Management Board or Committee at any General Meeting unless the President has received a written notice at least 7 days before the Meeting from a Member qualified to vote, of his/her intention to propose a person for election, and the willingness for that person to stand for election.
11. Each Board Member is there as a representative of the Members of the Club, but should matters arise in which there is a conflict between the immediate interest of the Members and the future of the Club, the future of the Club will take precedent (Chap 46, Part 10, Chap 2, Section 175 of The Act gives detailed guidance on this matter).
12. The Club may from time to time at a General Meeting increase or decrease the number of Members of the Board and determine in what rotation such increased or decreased numbers shall go out of office, and may make the appointments necessary for effecting any such increase.

In addition, and without prejudice, the Club Members may by Extraordinary Resolution remove any Member of the Board before the expiration of their period of office, and may by an Ordinary Resolution appoint another qualified Member in their stead; but any person so appointed shall retain their office so long only as the Member in whose place they are appointed would have held the same if they had not been removed.

13. The Board and Golf Club Committee may delegate any of the 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 the powers so delegated, conform to any regulations imposed on it by the Board or Committee. The meetings and proceedings of any such sub-Committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board or Committee so far as applicable and so far as the same shall not be superseded by any regulations made by the Board or Committee.
14. The Board is responsible for the appointment, management and 6 monthly contract reviews of the Club Golf Professional.

b) Powers of the Management Board

The business of the Club will be managed by the Management Board who may pay all such expenses of, preliminary and incidental to, the promotion, formation, establishment and registration of the Club as they think fit. They may exercise all powers of the Club, on behalf of the Club, all acts as may be carried out by the Club to the benefit of the Club and its Members.

Members of the Board may act with any vacancy in their body; provided that if at any time they be reduced in number to less than a minimum number (quorum) prescribed, it will be lawful for them to act as the Board for the purpose of admitting individuals for membership of the Club, filling vacancies in their body or of summoning a General Meeting, but not for any other purpose.

The Rules shall be proposed, approved, amended or repealed by the Members at a General Meeting. The Bye-Laws shall be proposed, approved, amended or repealed by the Board. All such Rules and Bye-Laws shall be binding upon all Members of the Club, providing nevertheless that no Rule or Bye-Law shall be inconsistent with or shall affect or repeal anything contained in the Articles of Association of the Club.

A Club Manager may be appointed by the Management Board for such time, at such remuneration and upon such conditions as they may think fit, any Club Manager so appointed may be removed by them.

c) Management Board Meetings

The Chairperson is entitled to vote and in the case of equality of votes shall have a second or casting vote. In casting this second vote the Chairperson will exercise the right judiciously and consider the welfare of the Club above personal feeling. It is legal for this second vote to be cast differently from the first.

The Board and Committee shall cause proper Minutes to be made of the proceedings of all Meetings of the Club and of Sub-Committees of the Board or Committee, and all Business transacted at such Meetings, and any such Minutes of any Meeting, if purporting to be signed by the Chairperson of such Meeting or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

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

A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Club for the time being vested in the Board generally.

At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. The quorum for Directors' meetings is fixed at 5.

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

d) Disqualification of Members of the Board

A member of the Management Board or Golf Club Committee shall be disqualified and removed from that position:

- i) If they fail to fulfil their legal responsibilities as a Company Director.

- ii) If their conduct as a Company Director is deemed unfit.
- iii) If they cease to be a Member of the Club.
- iv) If by notice in writing to the President they resign their office.

e) Scope of Board Members Responsibilities

President

The President is the Senior Officer of the Club and shall be elected for a maximum term of four years after which an election must be called. No President shall be elected for more than two consecutive terms of office.

The President will chair Management Board Meetings and all General Meetings. He should also be available to give advice when requested by any Member of the Management Board or Golf Club Committee.

The President will also be the Mentor, Advisor and Controller of The Articles and Rules for The Club.

Captain

The Captain is elected Annually for one year's term of office. The Captain is the Predominant Officer of the Golf Club Committee and will chair all Golf Committee Meetings. The Captain has the authority to delegate the role of Chairperson of the Golf Club Committee meetings at any time during the term of office.

The Captain will sit on the Management Board and will attend all appropriate meetings ensure that the Articles of Association, Rules and Bye-Laws are conformed with. The Captain will represent the Club at functions and other outside meetings and events.

The Captain is answerable to the Management Board and the Members in accordance with the post's Terms of Reference.

Vice-Captain

Normally the Vice-Captain is elected for one year's term of office and is then elected Captain. During his/her term of office the Vice-Captain should assist the Captain in his/her duties and thus be familiar with the responsibilities of the Captain.

The Vice-Captain can be asked to deputise in the absence of the Captain.

Finance Chairperson

To prepare the Club's Annual Accounts for submission to the membership at the A.G.M, ensuring that the Annual Accounts are submitted as required under the Companies Act. To coordinate a budget for the effective and efficient running of the Club ensuring all budgets are strictly adhered too.

To prepare each year, for the benefit of future committees, the anticipated and actual expenditure and income under the sub-headings employed in the Annual Accounts.

The length of office will be a period of 3 years after which he/she will be required to seek re-election. Answerable to the Management Board and the Members in accordance with the post's Terms of Reference.

To be The CASC Compliance Manager.

House Chairperson

The Chairperson of House is elected at the Annual General Meeting by Members of the Golf Club and is a 3-year post. The Chairperson of House is a Member of both the Golf Club Management Board and the Golf Club Committee and is a Director of Weymouth Golf Club. To be the prime contact for the Management Board, the Golf Club Committee, the Bar Manager, the Catering Franchisee, Staff and Club Members in dealing with all matters related to House and the House Policy Decisions.

The Chairperson of House is responsible in ensuring the smooth running of House in the best interests of Members and staff. The Chairperson should work closely with the Bar Manager and Catering Franchisee in this respect and make sure that the Staff of the Club understand their roles and carry them out to the best of their abilities. Answerable to the Management Board and the Members in accordance with the post's Terms of Reference.

Greens Chairperson

The Chairperson of Greens is elected at the Annual General Meeting by Members of the Golf Club and is a 3-year post. The Chairperson of Greens is a Member of both the Golf Club Management Board and the Golf Club Committee and is a Director of Weymouth Golf Club.

To be the prime contact for the Management Board, the Golf Club Committee, the Head Greenkeeper and Staff, and Club Members in dealing with all matters relating to the course. Answerable to the Management Board and the Members in accordance with the posts Terms of Reference.

PROJECTS CHAIRPERSON

The Projects Chairperson is elected at the Annual General Meeting by Members of The Weymouth Golf Club and is a 3 year post

The Projects Chairperson is a Member of The Golf Club Management Board and is a Director of Weymouth Golf Club.

Answerable to The Management Board and The Members in accordance with The Posts Terms of Reference.

To be responsible for all Golf Club Projects; including the preparation of tenders, project plans, financial estimates and overseeing the short, medium and long-term Project Planning from concept to completion, for the improvement of The Golf Club and its facilities.

MEDIA CHAIRPERSON

The Media Chairperson is elected at the Annual General Meeting by Members of the Weymouth Golf Club and is a Three Year Post.

The Media Chairperson is a Member of The Golf Club Management Board and is a Director of Weymouth Golf Club.

Answerable to The Management Board and The Members in accordance with The Posts Terms of Reference.

To be responsible for the advertising strategy and Golf Club's marketing in order to attract new Members and visitors to The Golf Club.

To be responsible for the update of the advertisement section on the PSI system.

To be responsible for the publicity both internal and external and in particular The Club's Website.

The Post Holder may wish to Chair a Sub-Committee with representatives from The Club's various sections.

5. MEMBERS

1. Membership of the Club is open to all without discrimination. Every application for membership shall be made in writing signed by the candidate and shall be in such form as the Management Board shall from time to time determine but shall always include an undertaking to be bound by the Articles of Association and by the Rules and Bye-laws of the Club.
2. The Management Board of the Club shall have power to elect as Members of the Club upon such terms and subject to such regulations as the Board may from time to time deem advisable.
3. The Annual subscriptions payable by Members shall be set each year at the Annual General Meeting. The Board, based on the AGM agreed Full Member subscription has the authority to revise all other subscriptions as deemed appropriate. All Annual subscriptions shall be due and payable in advance on the 1st May in every year or such other date as the Management Board determine.
4. A person's membership terminates when that person dies. A Member who has died during any financial year, if paid in advance, will have the remainder of their membership fee refunded to their estate.
5. When a candidate has been elected for membership, the Club Secretary shall send a request for payment of his or her first Annual subscription. Upon payment of the first Annual subscription and the giving of the Undertaking referred to Article 5 Para 1, an elected candidate shall become a Member of the Club. If such payment is not made or undertaking not given within two months of the date of election, the Management Board may, in their discretion, cancel proposed membership.
6. Subject to these Articles and any Rules and Bye-Laws in force a full Member shall be entitled to use all the facilities provided by Weymouth Golf Club Ltd.
7. The Management Board may grant full use of the Club and its facilities to individuals or groups for any period not exceeding seven days in one year.
8. On the recommendation of the Management Board any person being a Member of the Club may, at any General Meeting of the Club, be elected an Honorary/Life Member of the Club without any special payment for such life membership. A two-thirds majority of those present and voting shall be necessary to such election. Every Honorary or Life Member shall be entitled to all the privileges and be subject to all the duties of a Member of the Club during his or her life without any further payment, Annual or otherwise. The number of honorary or life Members shall not at any one time exceed 10 Members.

9. Any Member wishing to resign their membership of the Club shall give 30 days' notice in writing addressed to the Captain at the registered Office of the Club before 15th May, or such other date as the Management Board determine, of his or her intentions. They shall pay all arrears due at the date of resignation otherwise they shall be liable to pay the subscription for the next year.
10. Any Member whose Annual Subscription is unpaid on the 15th May or such other date that the Management Board shall from time to time determine shall cease to be a Member of the Club and shall forfeit all right in and claim upon the Club and its property but may be reinstated at the discretion of the Management Board on payment of all arrears and a sum of money to be determined by the Management Board. Any Member that during the course of the subscription year (1st May to 31st April the following year), who invoked the option for Annual Subscription credit, if failing to honour those payments, will be deemed to owe the full amount of the subscription plus the administration fee.
11. The Management Board shall have the power to suspend from membership for any period not exceeding 12 months, any Member wilfully violating any of the Articles of Association or Rules or Bye-Laws of the Club or so conducting themselves as in the opinion of the Committee to injure or discredit the character of the Club.
12. The Management Board shall have the power to expel any Member wilfully violating any of the Articles of Association or Rules or Bye-Laws of the Club or so conducting themselves as in the opinion of the Management Board, to injure or discredit the character of the Club.
13. Any Member so expelled shall have a right to appeal to an Extraordinary General Meeting to be summoned within 21 days of the expulsion when it shall be competent for a majority of the Members present and voting to confirm the expulsion.
14. A Member so expelled forfeits all subscriptions paid by them and shall have no claims upon the Club its property or funds and shall not be admissible as a guest or temporary Member but shall remain liable under his undertaking as if he had resigned.

6. GENERAL MEETINGS

1. The Club shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Management Board, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Club holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
2. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings. All propositions will be deemed Ordinary and therefore require a Simple Majority to pass.
3. The Agenda for any meeting will be displayed on a board in the lobby of the Club. Any vacant roles for the Board or Golf committee will have spaces on the Agenda sheet for members to propose and second eligible Golf Club Members for those roles (i.e. Vice-Captain Elect). The Board may propose Members for these roles, however if 2 persons are

proposed, an election will take place at the General Meeting.

4. Members may propose resolutions at an Annual General Meeting. Any resolution shall be presented to the Club Office at least 14 days prior to the AGM. The proposition will be clear and concise about the subject matter, it shall be named, signed and dated by both the proposer and the seconder of the proposition.

The Club President, Captain and Secretary/ Treasurer will review the proposition and discuss the acceptability of the intent, wording and detail of the proposition to ensure it can go forward to the AGM. Discussions with the proposer and seconder will clarify and agree the proposition for acceptance.

5. Any resolution may properly be moved as a written resolution unless (Chap 46, Part 13, Chap2, Section 175 of The Act applies) –
 - a. It would, if passed, be ineffective (whether by reason of inconsistency with an enactment or the Company's Constitution or otherwise),
 - b. It is defamatory of any person, or
 - c. It is frivolous or vexatious.
6. The Management Board may whenever they think fit convene an Extraordinary General Meeting. Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such Members as provided by Chap 46, Part 13, Chap 3, Section 303 of the Act, having 10 percent of the membership backing this request.
 - a. At least twenty-eight days' notice in writing of every Annual General Meeting and at least fourteen days' notice in writing of every Extraordinary General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and the day on which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business, the general nature of that business shall be given in the manner specified in sub-paragraph (b) hereof to all Members of the Club and such other persons (including the auditors) as are eligible or under the Act entitled to receive such Notices from the Club but with the consent of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such Notice as those Members may think fit.
 - b. Notice of any Annual General Meeting or other form of Meeting to be held by the Club shall be deemed to be given to all Members of the Club and all other persons so entitled to such Notice, by the posting of a Notice giving the time, date, hour and location of such meeting and the general nature of any special business to be conducted therein both on notice boards inside and outside the Club House, posting a notice in a local newspaper, uploaded onto the Club's website and by email to all Members who have given their electronic addresses to the Club. In each case at least twenty-eight days prior to the holding of any such AGM or 14 days' notice for any other meeting.
7. 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 proceeding had, at any meeting.
8. Members may require the Directors to call a General Meeting of the Club. The Directors are

required to do so once the Club has received requests to do so from 10% of the membership, with full voting rights. The request must state the general nature of the business to be dealt with at the meeting and may include the text of a resolution that may be moved and is intended to be moved at the meeting.

- a. The meeting will be held within 28 days of the request from Members to convene a meeting. The intended resolution will be on the calling notice for the meeting.
9. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
 - a. notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the General Meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairperson of the meeting may determine), and
 - b. the proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.
10. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
11. Also subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

a) Proceedings at General Meetings

1. All business shall be deemed Normal that is transacted at Annual and Extraordinary General Meetings. With the exception of, the income and expenditure account including the balance sheet, the finance reports of the Management Board and Auditors, and the election of Management Board Members in place of those retiring.
2. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business, 30 Members present shall be a quorum.
3. If within 30 minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened at the request 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. If at that adjourned meeting a quorum is not present within 30 minutes of the appointed time those Members present will be a quorum.
4. The President of the Club, or in absentia the Captain, will preside as Chairperson at every General Meeting. If no Chairperson is available or not present within 15 minutes of the time appointed or unwilling to preside, those Members present shall choose a Management Board Member to act as Chairperson. If no Board Members are present or decline to Chair the meeting, those present may choose a Member of the Club to take the chair.

5. The Chairperson of any meeting where a quorum is present may adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting from which the adjournment took place.

Members shall not be entitled to any notice of adjournments.

The Chairperson may adjourn a general meeting if –

- a. The meeting consents to an adjournment
- b. It appears to the Chairperson of the meeting an adjournment is necessary to protect the safety of any person attending the meeting or ensure the business of the meeting is conducted in an orderly manner.

If an adjournment is for 30 days or more, notice of the re-arranged meeting shall be given in the same manner as of the original meeting. Members shall not be entitled to any notice of adjournments, or of the business to be transacted at such a meeting.

If an adjournment is for 14 days or more, the Club will give notice of the re-arranged meeting at least 7 clear days prior to the meeting. Members shall not be entitled to any notice of adjournments.

Notice of the meeting will be given to the same persons as the original notice was given and contain the same information as the notice is required to contain.

6. The Chairperson of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting. (generally, these will be from Professional Bodies or Technical advisors)
7. A poll on a Resolution may be demanded at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

A poll may be demanded by –

The Chairperson of the meeting

The Directors

Two or more persons having the right to vote on the said resolution

A person or persons representing not less than one tenth of the total voting rights of all Members having the right to vote on the said resolution.

8. At any General Meeting a resolution put to the vote shall be decided on a show of hands, unless prior to the vote a poll is demanded by the Chairperson or by at least two or more Members present in person, or by a Member or Members present in person who represent one-tenth of the total voting rights of Members having a right to vote at that meeting. Unless a poll be so demanded a declaration by the Chairperson of the meeting that a resolution has been carried, or carried unanimously by a majority, or lost, or not carried by a particular majority, an entry to that effect in the minutes of the Club shall be conclusive evidence of proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

9. A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
10. Subject to the provisions of Article 6 a), Para 7, if a poll be demanded, it shall be taken at such time and place, and in such manner as the Chairperson of the meeting directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
11. No poll shall be demanded on the election of a Chairperson of a meeting, or on any question of adjournment.
12. In the case of an equality of votes, whether on a show of hands or poll, the Chairperson of the meeting shall be entitled to a second or casting vote.
13. 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 has been demanded.

b) Votes of Members

1. Subject as hereinafter provided every Member shall have one vote.
2. Flexible, Junior, Country, Academy, Temporary and Non-playing Members of the Club as defined by Club Rules Para 31 & 32, shall not be entitled to a vote at any meeting of the Club.
3. Only duly registered Members, who have paid their subscription and other sum (if any) which shall be due and payable to the Club in respect of his/her membership, shall be entitled to vote on any question at any General Meeting.
4. A Member may appoint a proxy. Proxy forms will be available from the Secretary/Treasurer up to 12:00 hrs on the day of the General Meeting. The form will have the full name and signature of both the Member and their designated proxy. The form is to be submitted to the Club Office at least 1 hour before the commencement of any General Meeting.
5. The Proxy can be specified for a specific motion on the Agenda or for all motions on the Agenda. All Proxy votes must be on official Club form, obtained and registered with the Club Office.
6. An appointment under a proxy notice may be revoked by delivering to the Club Office a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
7. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

7. ACCOUNTS

1. The Board shall cause proper books of account to be kept with respect to:
 - i. all sums of money received and expended by the Club, including all receipts and invoices.
 - ii. all VAT/ Tax receipts and payments
 - iii. all sales and purchases of goods by the Club; including the purchase for the Club and the supply by the Club of intoxicating liquor.
 - iv. the assets and liabilities of the Golf Club.
2. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Club and to explain its transactions.
3. The books shall be kept at the Office, or at such other place or places as the Management Board shall determine, and shall always be open to the inspection of the Members of the Board.
4. 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.
5. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Club or any of them shall be open to the inspection of Members not being Members of the Board, and no Member (not being a member of the Board) shall have any right of inspecting any account or book or document of the Club except as conferred by statute or authorised by the Board or by the Club in General Meeting.
6. At the Annual General Meeting in every year the Board shall lay before the Club a proper income and expenditure account for the period since the last preceding account made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting.

Audited Accounts

1. Weymouth Golf Club Ltd. qualifies for an Audit Exemption as of 2016 because it has:
 - an Annual Turnover of no more than £10.2 million
 - Assets worth no more than £5.1 million and 50 or less employees on average
2. An audit of the Accounts of the Club may be specified from time to time. This Audit will be an Assurance Engagement. The Terms and Scope for this audit will be determined by the Chair of Finance and agreed by the Board.

3. Auditors will be appointed and their duties regulated in accordance with the terms and conditions as laid down in the Annual Letter of Engagement as documented at the AGM.

8. NOTICES

1. A notice may be served by the Club upon any Member, either personally or by sending it through the post in a prepaid letter or electronically, addressed to such Member at his registered address as appearing in the register of Members.
2. Any Member described in the Register of Members by an address not within the United Kingdom, who shall from time to time give the Club an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such an address, but, save as aforesaid and as provided by the Act, only those Members who are described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Club.
3. Any notice, if served by post, shall be deemed to have been served two days following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

9. DISSOLUTION

Upon dissolution of the Club, after the satisfaction of all its debts and liabilities any remaining assets shall be given or transferred to another registered CASC, a registered Charity or the sport's Governing Body for use by them in related community sports.