



**MODEL RULES
FOR A
COMMUNITY OWNED
SPORTS CLUB**

[Annan Athletic FC]

Supporters Direct

1st Floor, CAN Magazine, 49 - 51 East Road, London, W1 4RT

Sponsoring Bodies for registration purposes:





RULES

NAME AND DEFINITIONS

1. The name of the Society is to be Arson Athletic Community Football Club Limited and it is called the Club (in the rest of these Rules, Clauses and Schedules) a "Club Football".

INTERPRETATIONS

2. In these Rules:
 - "the Act" refers to the Companies and Community Benefit Societies Act 2014 or any Act of Parliament or its substitution of it for the time being in force.
 - "address" means a postal address or, for the purposes of electronic communication, a fax number, email address or telephone number for making text messages.
 - "the Club" means the above-named club.
 - "the Club Board" or "the Directors" means all those persons appointed to perform the duties of DIRECTORS of the Club.
 - "Club Board Meeting" includes, except where inconsistent with any legal obligation or practical necessity, a meeting held by electronic means and means being telephone.
 - "Club" means a director of the Club and includes any person occupying the position of director by whatever name called.
 - "Electronic Means" shall include email, video links and secure authenticated website connections.
 - "Employee" means anyone over the age of 16 holding a contract of employment with the Club (whether or not full-time) and not being a Club Officer.
 - "Life Member" means members who are not required to pay an annual subscription in recognition of having previously paid a single lifetime subscription fee.
 - "Member" has the meaning as defined under "Memberships" in these Rules.
 - "Partner" means, unless the context requires otherwise, a limited partner, unincorporated body, firm, partnership, corporate body or any combination of an unincorporated body, firm, partnership or corporate body.
 - "Registered Society" means a society registered under the Act.
 - "Regulator" means the Financial Conduct Authority or any successor body in function.
 - "Rule" means these Rules.



"Where" means the representation or reproduction of words, pictures or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

3. COMMUNITY BENEFIT PURPOSE

The operation of the Society is to be conducted for the benefit of the community served by the Club and not for the profit of its members.

OBJECTS

- 4. The Club's objects are to benefit the Community by:
 - 4.1 enhancing the social, cultural and economic value of the Club to its Communities and by acting as a responsible custodian of the Club for future generations;
 - 4.2 upholding the mutual ownership of the Club operating democratically, fairly and transparently;
 - 4.3 ensuring the Club operates with financial responsibility enabling the Club to be run for the long term interest of the Community;
 - 4.4 providing sporting facilities and opportunities regardless of age, income, ethnicity, gender, disability, sexuality, religion or race/ethnicity; and
 - 4.5 acting in the highest level possible, but always operating in a financially responsible and prudent manner.

POWERS

- 6. The Club may achieve these objects in whole or in part through an interest or interests in companies or trustees provided that the objects of the companies or trustees are consistent with the Club's objects.

ETHICS

Option 1

The Club shall not seek or attempt to influence political or financial support for any political party or any political candidate or to be a candidate or candidate for the purposes of any election or referendum.

- 7. The profits or surpluses of the Club are not to be distributed either directly or indirectly in any way whatsoever among members of the Club but shall be applied:
 - 7.1 to discharge present liabilities;
 - 7.2 on expenditure to achieve the Club's objectives; and

OTHER
Option 3

ARTICLE 10
10.1 The parties agree that the purpose of this agreement is to provide for the orderly and efficient operation of the business and to ensure that the business is operated in a manner that is consistent with the best interests of the community and the public good.
10.2 The parties agree that the business shall be operated in a manner that is consistent with the best interests of the community and the public good.
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MEMBERSHIP

- 8.3 **Appointed Board of the Club which is formed by the majority of appointed members**
- 9. **MEMBERSHIP**
 - 9.1 The members of the Club are the people whose names are entered in the register of members. The first members are the people who first form the Club in writing for registration.
 - 9.2 Membership is open to any individual, unincorporated body, firm, partnership or corporate body or any entity.
 - 9.2.1 It is a supporter of the Club, or
 - 9.2.2 It is involved in the game of football in the area and is in sympathy with the objects of the Club.
 - 9.2.3 It agrees to take an active interest in the promotion and development of the Club and its activities.
 - 9.2.4 It agrees to meet financial obligations in order to further objectives of the Club and
 - 9.2.5 It agrees to be bound by these Rules and its duties to participate.
 - 9.3 The Club Board shall have power to refuse membership to any person who does not fit the objects of the Club Board under the requirements.
 - 9.4 Every member holds one ordinary share in the capital of the Club. No member may hold more than one share in the Club which entitles to a vote.
 - 9.5 The Club Board will receive and issue a form of application for membership. Members are to pay an annual subscription of each member who is on the Club Board their **annual subscription fee** payment to be made at the time of application for membership. The sum of £1000 is the payment to be made to purchase an ordinary share in the Club. The Club Board will have the power to offer to the members who have not the required to pay an annual subscription fee for their membership.
 - 9.6 The Club Board will have the power to offer associate or affiliate status with or without receipt of subscription to corporate or unincorporated bodies which support the aims of the Club. This category comprises a class of members who are not full members of the Club and who are not entitled to vote at any general meeting of the Club. The Club Board will have the power to offer to the members who have not the required to pay an annual subscription fee for their membership.
 - 9.7 A corporate body of five which is a member may by resolution of its governing body, subject to general approval of the Club Board, appoint a representative to sit on the Club Board. The resolution signed by two members of the governing body and in the case of a local authority



In the individual articles of the Charter shall be stated in the territory of the State, the ability and the extent to exercise all rights of membership or control of the club shall belong exclusively to the members of the club and no other person, including any person who may be a shareholder or partner in the club, shall have any right to exercise any such rights or to exercise any such rights in any manner whatsoever. No person may act as a proxy for any other person in the club.

- 15. Members of the Club shall be at least 18 years old.
- 15.1. No member of the Board of Directors or other officer of the Club, nor
- 15.2. vote at a general meeting, either in person or by proxy, nor
- 15.3. vote in any election to the Board of Directors.
- 16. No person under the age of 18 may be an officer of the Club.

SHARES

- 17. The Club has ordinary shares and may issue Community Shares in accordance with the provisions set out in Rule 22.
- 18. The following provisions apply to shares in the Club:
 - 18.1. shares shall be withdrawable only in accordance with the provisions of these Rules;
 - 18.2. shares shall not be transferable except on death or bankruptcy or with the consent of the Club Board;
 - 18.3. application for shares shall be made to the Board of the Club who shall deal with the application in their absolute discretion; the amount of shares to be issued shall not exceed the maximum shareholding permitted by these Rules; or by law; and
 - 18.4. shares shall be issued in full or otherwise.

ORDINARY SHARE PROVISIONS

- 19. The ordinary shares of the Club shall be of the nominal value of £1.00.
- 20. If a transfer, issue or in any manner, the ordinary shares registered in the name of that shareholder, or the transferee and the transferee shall be the holder of the shares in the Club.
- 21. Ordinary shares shall not be withdrawable and do not carry any rights in interest, dividend or bonus.

COMMUNITY SHARES PROVISIONS

- 22. In order to fund its business, the Club may issue Community Shares. Community Shares may be issued if the Club is authorised and such shares shall be the Club Board shall decide subject to the Rules, and to participate in the following provisions:



- 21.1 Community Shares shall not be withdrawable except with the consent of the Club Board.
- 21.2 The Club Board may specify a date or dates on which Community Shares may be withdrawn and may make provision for the withdrawal of different classes of shares on different dates.
- 21.3 The Club Board may place a maximum number of Community Shares on application for Club Shares of each class, but the rate of withdrawal be no higher than the Club Board may place on the application for Club Shares. The maximum number of Club Shares shall not be any more than 20, unless a higher limit has been approved by the Club. The application may either state a limit or require different classes of shares to be taken.
- 21.4 No withdrawal of Community Shares or payment of interest on them shall be made without the Club Board's approval and any withdrawal or payment shall be at the discretion of the Club Board which may place the proceeds of the Club Shares to be withdrawn in such manner and for such purposes as the Club Board may determine.
- 21.5 Community Shares may only be issued to members.

21.6 In the absence of resolution or authority of the Club Board, Community Shares shall not be issued or withdrawn or interest paid for or the proceeds of the Club Shares may be used for the purposes of the Club, the issue of new shares or the Club's ordinary business.

21.7 In the absence of resolution or authority of the Club Board, Community Shares shall not be issued or withdrawn or interest paid for or the proceeds of the Club Shares may be used for the purposes of the Club, the issue of new shares or the Club's ordinary business.

REMOVAL OF MEMBERS

- 21.8 A member shall cease to be a member if they:
 - 21.8.1 fail after becoming a member to pay their annual subscription;
 - 21.8.2 die (in the case of an individual);
 - 21.8.3 ceases to exist (in the case of a body corporate);
 - 21.8.4 are the nominee of an unincorporated Society or firm which is wound up or dissolved;
 - 21.8.5 are the nominee of an unincorporated organisation or firm which ceases or ceases to be a nominee;
 - 21.8.6 are not the holder of a valid paid-up share;
 - 21.8.7 are expelled under these Rules; or
 - 21.8.8 withdraw from membership by giving written notice to the Secretary.
- 21.9 A member may be expelled or removed (provided the Club is in accordance with any Disiplinary Policy adopted by the Club) (which it is to comply with any guidelines issued by the governing body of the sport).

ORGANISATION



35. The powers of the Club are to be exercised by the members, the Club Board or set out in the Rules and By-Laws.

MEMBERS AND VISITORS TO MEMBERS

36. The Members have the rights and powers available to them under the law relating to Companies (except Section 40) and are to exercise in person the voting rights conferred on them by these Rules.

37. The Members enjoy the privilege of admission limited to not less than two-thirds of the members voting in person at a Special or general meeting for the alteration of the constitution of the Club Board. A Member who is a general member is entitled to nominate for consideration at a general meeting a person who is not a member of the Club, subject to the provisions of the following provisions and subject to the resolution, confirmed after 28 days before that meeting is to be held. The following provisions apply to any election given:

- 27.1 Any Member must:
 - 27.1.1 be consistent with these Rules and with the Club's contractual, statutory and other legal obligations; and
 - 27.1.2 act within the powers and responsibilities of the Club Board under Rule 26.
- 27.2 Any person who deals with the Club in good faith and is not aware that a director has been given notice and the Club or the Board or a committee has been given:

NOTICE AND POWERS OF CLUB BOARD, RESOLUTIONS FOR COMMITTEES

38. The Club Board is to ensure that the business of the Club is conducted in accordance with these Rules and all the members of the Committee are to conduct with the Board Meetings and Conduct Policy adopted by the Club which is to have precedence in any dispute over the Interpretation of the Rules.

- 38.1 Any member of the Club's Board which are not required by these Rules or by statute to be conducted by the Club is to be conducted in writing.
- 38.2 Any member of the Club's Board which are not required by these Rules or by statute to be conducted by the Club is to be conducted in writing.
- 38.3 The following provisions apply to any such meeting:
 - 38.3.1 the date, time and place of the meeting shall be determined by the Board;
 - 38.3.2 the Club Board shall:
 - 38.3.2.1 decide the membership of each committee;
 - 38.3.2.2 appoint the chair of each committee;
 - 38.3.2.3 do what is possible to be adopted by each committee providing the committee and



303.2.01. Establish a written record of the scope and authority of each committee.

GENERAL MEETINGS

- 30. The Club shall, within six months of the end of the fiscal year, hold a general meeting of the Members at the annual general meeting and that satisfy the meeting as held in the previous meeting. The first annual general meeting shall be called by the Club Board and the following general meeting shall be convened by members of the Club Board and in accordance with the Club Standing Orders for General Meetings, which shall be approved by the Board of Directors and shall have precedence in any conflict arising by agreement.
- 30.1 The business of an annual general meeting shall normally comprise, where appropriate:
 - 30.1.1 the number of the accounts;
 - 30.1.2 the appointment of an auditor (if an auditor is to be appointed);
 - 30.1.3 the election of the Club Board or the renewal of the members of that previously by ballot;
 - 30.1.4 the appointment of auditors; and
 - 30.1.5 the transaction of any other business included in the notice convening the meeting.
 The business of any general meeting shall comprise:
 - 30.1.6 consideration of any member's resignation, notice of which has been given to the Secretary in accordance with Rule 27;
 - 30.1.7 consideration of any resolution presented to the Board; and
 - 30.1.8 consideration of any other business meeting by the action of the Club which any member of the Board may wish to raise but for resolution may be put to the vote of the meeting upon the day.
- 31. All general meetings, other than annual general meetings, are called special general meetings.
- 32. The Secretary, at the request of the Board of Directors may convene a general meeting of the Club, (i) if a notice of the general meeting shall be made in the application and notice of the meeting.
- 33. The Board of Directors may, at its discretion, by not less than 20 members or 25% of the members, convene a general meeting. The general meeting of the Club may, after that time, be convened a general meeting. The business of the general meeting shall be called on the application and notice of the meeting 40 hours after that first called in the notice of the meeting and be conducted at the meeting.
- 34. A special general meeting called in response to a member's resignation shall be held within 28 days of the date on which the resignation is submitted to the registered office. The meeting



- 32. Not to discuss any business other than that set out in the resolution with the person convening the meeting.
 - 33. A notice of a special general meeting sent to the members of the Club shall not be regarded as a notice of a special general meeting if the notice is not signed by the applicant and the applicant has not signed it on behalf of the members of the Club or the club is not a company limited by guarantee.
 - 34. Notice of a general meeting is to be given either:
 - 34.1 in writing; or
 - 34.2 where a resolution has agreed to resolve notice in this way, by such electronic means as the Club Board shall direct.
 - 35. Not less than 14 days before the date of the meeting, the notice must:
 - 35.1 be given to all members and to the members of the Club Board and to the auditors if appointed;
 - 35.2 state whether the meeting is an annual or special general meeting;
 - 35.3 give a time, date and place of the meeting and
 - 35.4 include the business to be dealt with at the meeting.
 - 36. Any notice to a member may be given either:
 - 36.1 personally; or
 - 36.2 by sending it by post in a prepaid envelope addressed to the member at their registered address; or
 - 36.3 by leaving it at that address; or
 - 36.4 if a recipient of email addresses is established by the Club and the member has notified the Club of an email address, by e-mail. If an applicant or a member has notified the Club of an email address, by e-mail, they are deemed to have agreed to that address.
- Notes: If communications sent by the Club Board, members of that Board or persons acting on behalf of the Board are not sent to the members of the Club, the Club shall be deemed to have complied with the provisions of these Rules. If a member has notified the Club of an email address, by e-mail, they are deemed to have agreed to that address. If a member has notified the Club of an email address, by e-mail, they are deemed to have agreed to that address. If a member has notified the Club of an email address, by e-mail, they are deemed to have agreed to that address. If a member has notified the Club of an email address, by e-mail, they are deemed to have agreed to that address.
- 37. If there has been an accidental omission to send a notice to a member or members; or
 - 38. If the notice is not required by a member or members;
- 39. A member present either in person or by proxy at any meeting of the Club shall be deemed to have received notice of the meeting and other business, if no papers for which a vote is cast.



RESOLUTIONS

- 01. Decisions at general meetings shall be made by passing resolutions:
 - 01.1 The following decisions must be taken by extraordinary resolution:
 - 01.1.1 Any amendments to the Society's Rules
 - 01.1.2 The decision to wind up the Society
 - 01.2 Save as otherwise provided by these Rules, all other decisions shall be made by ordinary resolution.
- 02. An extraordinary resolution is one passed by a majority of not less than 75% of members at a general meeting and an ordinary resolution is one passed by a simple majority or more than 50%.
- 03. Resolutions may be passed at general meetings or by written resolution. A written resolution may consist of several separate documents signed by one or more Members.
- 04. Authority may be appointed and the appointment may restrict the powers to such a particular way as to limit the effect of it. A power is then appointed as follows:
 - 04.1 in writing
 - 04.2 in any such form in any other form which the Club Board may determine
 - 04.3 under the hand of the appointor or of their attorney duly authorized in writing, and
 - 04.4 by recording the appointment (signature of the appointor, office of the club or of the attorney) after the required majority of the Club has agreed to sign the form but may also sign the form before the Club has agreed to sign the form if authorized in writing. Then the appointment document is recorded in writing, on behalf of the appointor, the authority under which it is recorded or a duly authorized attorney appointed in writing or in any other way approved by the Club Board to be signed with the appointment document.
- 05. If no provision is included for the appointment of the power will be invalid.
- 06. The following further rules apply to powers:
 - 06.1 No person other than the Chair of the meeting can act as proxy for more than 5 persons.
 - 06.2 The person or persons acting as proxy is to be determined by the Chair of the meeting unless otherwise provided in the Rules.
 - 06.3 A proxy vote may be exercised in the Club.
 - 06.4 A vote given by proxy or to the duly authorized attorney of a corporate body, shall be valid unless the instrument of proxy or the authority of the Club or the appointor, or at any other place at which the instrument of proxy was duly executed before the commencement of the meeting or adjourned meeting at which the vote is given.



17. No alteration shall be made to the constitution of any team except at the meeting or subsequent meeting at which the vote together is recorded. Any alteration shall be done after the vote on the motion passed generally by a vote to be determined by the Club at all times.

COMPOSITION OF THE CLUB BOARD

- 18. The Club shall have a Board of Directors comprising not less than 6 and not more than 10 persons.
- 19. The initial Directors of the Club from registration with the State Annual General Meeting shall be appointed by the members to whom application for the Club is registered.
- 20. Only Members of the Club who are aged 18 years or more may serve on the Board of Directors.
- 21. Elected Directors shall be elected only in accordance with the Election Policy adopted by the Club.
- 22. Members of the Club Board of Directors will normally serve for periods of one (1) year in accordance with the Board Membership and Conduct Policy.

18.

Option 1
In the case where a person is elected following the adoption of these Rules, one third of the Board shall be elected to the Club from registration with the State Annual General Meeting. The Club Board shall be elected by the members who have reached the age of 18 years at the time of the meeting general meeting and shall be elected by a vote to be determined by the Club at all times. The number of members elected shall be determined by the Club at all times and shall be determined by the Club at all times.

19. New Directors shall be elected in accordance with the Club's Election Policy including by secret ballot or by any other means. The Club's Election Policy is to be used in accordance with the provisions of the Rules.

20. The Club Board may at any time co-opt any Member of the Club at the registration of an agreement which is a condition of the club membership of the Board of Directors provided that at no time shall more than one third of the members of the Club Board be co-opted. Any co-opted members shall be appointed to stand for election at the next Annual General Meeting.

21. The Club Board may co-opt several Directors to the Club Board in addition to the number of Directors elected. The Club Board may at any time co-opt any Member of the Club at the registration of an agreement which is a condition of the club membership of the Board of Directors provided that at no time shall more than one third of the members of the Club Board be co-opted, subject to a vote at least every twelve months, they be nominated



- 65. The Office of the Auditor shall be a member elected by a majority of the members of the Board, and may be re-elected to an amount set by the Board in the published accounts for any year. The Auditor shall report to the Board. General Meetings shall be open to all members.
- 66. In the event that the size of the Board shall drop below the minimum number of members prescribed by law, the Directors may vote to convene the members in a call or General Meeting of the CU, but for no other purpose.
- 67. The CU Board shall ensure that the business of the CU is conducted in accordance with these Rules and with the interests of the community and in accordance with any by-laws, policies or procedures adopted by the CU.

CU BOARD MEETINGS

- 68. Meetings of the Board of Directors or other committees made up of Directors shall, call a notice of any meeting of the Board of Directors that include the date, time and place of the meeting and if the Director participating in the meeting will vote in the same place, how they will communicate with each other.
- 69. The Board of Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, on any day, at Board meetings and by mail or otherwise under the CU's Standing Order for Electronic Meetings, which shall be determined by the Board of Directors and shall have reference to the provisions stated by Standing Order.
- 70. A Director is deemed to exercise the right to attend a meeting of the Board of Directors and a notice of such a meeting shall not be deemed to be a notice to communicate, or to have attended the meeting. The Director may, however, participate in the meeting by means of a video or audio conference, or by other means, if the Board of Directors has adopted a resolution authorizing a meeting of the Board of Directors.
- 71. Quorum voting at any meeting shall be decided by a majority of votes cast. For the purposes of quorum, abstentions and non-votes shall not count. In the case of an election or action by the CU Board, a majority shall be required.
- 72. A resolution adopted by the Board of Directors and signed by a simple majority of Directors, shall be the act and deed of the CU, and shall be deemed to be the act and deed of the CU, and shall be deemed to be the act and deed of the CU, and shall be deemed to be the act and deed of the CU.
- 73. The Board of Directors may, in its discretion, invite other persons to attend its meetings and all other meetings, rights and other assets rights, from attendance and not to be bound by the CU.

GOVERNANCE

- 74. The quorum necessary for the transaction of business at a meeting of the Board of Directors shall be 50% of the Directors or 3 Directors, whichever is the greater.



66. It is the duty of the Chair to call a meeting of the Board of Directors in order to take any action required by the Board. The Board may, at any time, call a meeting of the Board of Directors in order to take any action required by the Board. The Board may also call a general meeting of the Club in order to elect or re-elect the Board of Directors.

Chair
67. The Chair shall convene meetings of the Board of Directors. If he or she is absent or unable to act in the Chair, the meeting proceeds to business in the absence of the Chair, provided that a quorum is present. The Chair shall be elected by the Board of Directors at its first meeting. The appointment of a Chair expires at the conclusion of the meeting.

DECLARATION OF INTEREST
68. A Director shall disclose in writing at any meeting or other activity where he has a personal, financial or business interest in accordance with the Club's Board Membership and Conflict Policy.

EXPENSES
69. The Club may pay any reasonable expenses in accordance with the Club's Board Membership and Conflict Policy.

TERMINATION OF A DIRECTOR'S APPOINTMENT
70. A person cannot be a Director of the Club in turn as one of the matters listed in the Board Membership and Conflict Policy is ongoing in this regard.

OFFICERS
71. The Club Board shall elect from among their own number a Chair, Treasurer and such other officers as they may determine to be necessary in accordance with the Club's Board Membership and Conflict Policy. The Chair, Treasurer and such other officers shall be elected or re-elected by the Club Board at its first meeting and any other appointment may be necessary by the Club Board.

SECRETARY
72. The Board of Directors shall appoint a Secretary of the Club for each term at such intervals as may be determined by the Board. The Secretary shall keep the minutes of the Club Board and shall be responsible for the preparation of the minutes. The Secretary shall also be responsible for the preparation of the minutes of the Club Board and shall be responsible for the preparation of the minutes of the Club Board.

COMMITTEES OF THE CLUB BOARD
73. Not used.

FINANCIAL YEAR
74. The Club Board shall in respect of each year of account ending on _____



- 85.1. **Article 14. Financial Accounts and Financial Records are Confidential.**
- 85.1.1. **Each** with the **affair** of the Club and any subsidiary company or company as a member of the club and
- 85.1.2. **Give** a true and fair view of the income and expenditure of the Club and the subsidiary company or company for the year
- 85.2. **ensure** that a balance sheet (joint or that alone a true and fair view of the state of the affairs of the Club and any subsidiary company or company)
- 86. **The Club shall** in its bylaws maintain accounts and balance sheet fully audited and signed by the Auditor. It shall provide and maintain the report of the Auditor of approved financial statements with annual general meeting. Information to be sent to the Club Board on the part of the Auditor of the Club, in the case of the Club's financial account and balance sheet shall be as follows:
 - 86.1. The Club Board is not to have to be published any balance sheet unless if an Auditor has been appointed if the accounts have been audited by the Auditor (joint responsibility) regarding the Auditor shall give a true and fair view of the income and expenditure on the basis of which of the Club, in the year ending 31.12. Each financial account and balance sheet shall be as follows:
 - 86.1.1. The Club Board

.....



- 93. The Club will have a minimum number of members determined by the governing instrument for the organization, but not less than the number of members required by the Act. The governing instrument may require that the Club have a minimum number of members that is greater than the number of members required by the Act. The governing instrument may also require that the Club have a minimum number of members that is greater than the number of members required by the Act.
- 94. The Club will have a minimum number of members determined by the governing instrument for the organization, but not less than the number of members required by the Act. The governing instrument may require that the Club have a minimum number of members that is greater than the number of members required by the Act. The governing instrument may also require that the Club have a minimum number of members that is greater than the number of members required by the Act.
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ANNUAL RETURNS

- 96. The Club will make an annual return to the Registrar as required by the Act.
- 97. The Club will supply a copy of the last annual return with all supporting documents to any member on request and without charge.

AMENDMENT TO RULES

- 98. Unless these Rules also otherwise provide, any Rule may be amended, rescinded, or any new rule may be added, by a majority vote of the members of the Club at a meeting called for that purpose. The governing instrument may require that the Club have a minimum number of members that is greater than the number of members required by the Act.
- 99. In the case of this Rule, Rule 3 and Rule 7 the quorum at any general meeting called to consider a resolution to amend these Rules shall be the number of members entitled to vote at the meeting of the Club that is set out in the governing instrument. The governing instrument may require that the Club have a minimum number of members that is greater than the number of members required by the Act.

CHANGES TO THE CONSTITUTION

- 100. The Act provides that the Club may, by special resolution as defined in the Act:
 - 100.1 amalgamate with another society or a company registered under the Companies Act;
 - 100.2 acquire an engagement to another society or a company registered under the Companies Act;
 - 100.3 convert itself into a company registered under the Companies Act.

The process of any general meeting called to consider such a resolution shall be 100% of the members entitled to vote at the meeting unless the governing instrument provides an alternative method of determining the number of members entitled to vote at the meeting. The governing instrument may require that the Club have a minimum number of members that is greater than the number of members required by the Act.



100.01 of the community with the appropriate fee. An administrator shall not be a member of the Club if he or she is not a resident of the Club's jurisdiction.

INVESTMENT AND INCURRING

99. The assets of the Club, including the assets contributed by the fee for the time being in force and use for the benefit of the Club, shall be:

99.1. in the names of any company or society;

99.2. in any manner expressly authorized by the Act;

99.3. in any manner not prohibited by law.

100. The Society may borrow money on such terms as the Society Board shall determine upon the condition that the Society shall be a guarantor of the amount of the loan and shall be responsible for the repayment of the loan and the interest thereon.

101. A Club appointed receiver or manager of the whole or part of the Club's property shall have the powers of the Club Board in relation to the property concerned to such extent as may be determined by the receiver or manager.

DISSOLUTION

102. The Club may be dissolved by the consent of three-quarters of the members who sign an instrument of dissolution in the form provided in the Appendix or by the majority of the members provided in the Act.

103. Subject to Rule 6, if on the winding-up or dissolution of the Club there remains, after the satisfaction of all debts and liabilities, any property whatsoever the same shall be distributed as follows:

103.1. The Club and Club Executive (Committee) shall receive 50% of the net assets and surplus.

103.2. A sporting club or sporting facility operating in the area.

103.3. One or more societies established for the benefit of the community.

103.4. In such cases as determined by the members at a meeting called to decide the issue, having regard to the Club's history and the interests of the community.

INCIDENTY

104. Subject to the following rules, any Director or former Director of the Club may be indemnified in respect of the Club's activities.

104.1 Any liability incurred by Club Officers in connection with the negligence, which is a result of duty or breach of duty in relation to the Club.

104.2 Any liability incurred by the Director or participants with the activities of the Club in the capacity as a trustee or an occupational pension scheme.

104.3 Any other liability incurred by the Director or an officer of the Club.

105. The above rules shall not authorize any indemnity which would be prohibited or restricted under the provisions of the Act.

106. The Club shall have the right to purchase and maintain insurance, at the expense of the Club, for the benefit of the Director or other Officers of the Club in respect of any loss or liability which may be incurred by them in the course of their duties in connection with the Club, or which may be incurred by them in connection with the Club, or any person, firm or employee where such loss or liability is attributable to the Club.

MISCELLANEOUS ADMINISTRATIVE PROVISIONS

107. The Society shall have the right to submit the name, position or provisions for the conduct of the Society's business and any other provisions to its members or representatives and/or to make the rules, regulations or general meeting, minutes of all past, present and prospective members of the Club subject to approval.

108. Any person who is a member of the Club shall be liable to such conditions, regulations and rules as may be determined by the Club and the agreement of any person who is a member of the Club shall be deemed to be an agreement to the terms and conditions of the Club and shall be deemed to be an agreement to the terms and conditions of the Club.

109. The Club shall not be liable to any person in any proceedings in any jurisdiction if it is shown that the person has acted in good faith and that the Club has taken all reasonable steps to prevent the person from acting in that way.

110. The Club shall ensure that minutes are kept of all:

110.1 Proceedings at meetings of the Club and

110.2 Proceedings at meetings of the Board of Directors and its sub-committees, which shall be subject to the provisions of the Act and the rules of the Club.

110.3 Minutes of meetings shall be read at the next meeting and approved by the Chair of that meeting. The signed minutes shall be conclusive evidence of the facts of the meeting.

111. NOT USED. The Club's registered office is at Glasgow, North Street, Annex CDDC 2000. The Club's office is at Glasgow.

111.1 Inquiries to which the Secretary is answerable are the following particulars:
111.1.1 The name and principal or sole office of the company.



- 111.1.2 details of the club facility, their number and the amount paid or agreed to be contributed by the club;
- 111.1.3 a statement of their priority in the Club, whether in favor or in favor of each member;
- 111.1.4 the date at which each person was entered in the register as a member and the date at which any person ceased to be a member;
- 111.1.5 details of any special requirements any member may have;
- 111.1.6 the names and addresses of the members of the Club Board with the dates fixed by them and the date on which they were elected;
- 111.2 a register of members in which the Secretary is to enter all the particulars in the original register of members other than those referred to in Rules 111.1.2 and 111.1.5;
- 111.3 a register of the holders of loan stock in which the Secretary is to enter such particulars as the Club Board decides and register of transfers of all mortgages and charges in which the Secretary is to enter such particulars as the Club Board decides;
- 112 Subject to the provision of the Data Protection Act 1988 the registers to be maintained by the Club shall be held in confidence. The Club is to take all steps to give protection against its disclosure to any unauthorized person;
- 113 The inclusion or omission of the name of any person from the original register of members shall, in the absence of evidence to the contrary, be conclusive evidence that such person is or was a member of the Club;
- 114 The Club is to keep proper books of account with respect to its transactions and to its assets and liabilities in accordance with Sections 75 and 76 of the Act;
- 115 Members are entitled to request:
 - 115.1 their own account;
 - 115.2 the Register register;as an registered office at any reasonable time;
- 116 The Secretary is to deliver a copy of these Rules to every person on demand or payment of an amount fixed by the Club and subject to the relevant conditions;
- 117 No change in the address of the registered office is valid until registered by the Registrar. The Secretary must notify the Registrar in the form prescribed;
- 118 (NOT USED)
- 119 The registered name of the Club is the duplicate or the facsimile of the registered office and every other office or place in which the Secretary of the Club is located. The registered name of the Club shall be registered in all legal documents and



115.1 business ethics, conduct, administration and other official publications

115.2 use of equipment, computerized system, and equipment, programs and centers for money or other purposes to be eligible to be a member of the Club

115.3 bills, invoices, receipts, and items of credit of the Club

120. The Club is registered under the Act as a community benefit society.

121. For the purposes of these Rules, the Club shall not register or participate in any of the following activities unless the Club has first obtained the approval of the Board of Directors. The approval shall be in writing and shall be subject to the following conditions: (a) the Club shall not be liable for any damages or expenses incurred by the Club or its members in connection with the activities; (b) the Club shall not be liable for any damages or expenses incurred by the Club or its members in connection with the activities; and (c) the Club shall not be liable for any damages or expenses incurred by the Club or its members in connection with the activities.

DISPUTES

122. Any unresolved dispute which arises out of these Rules between the Club and:

122.1 a member; or

122.2 any person registered who has consented to be a member within the six months prior to the date of the dispute; or

122.3 any person claiming through such member or person registered; or

122.4 any person claiming a cause under the Rules of the Club; or

122.5 an officer of the Club

is to be submitted to an arbitrator agreed to by the parties or nominated by the Chief Executive or designated of the Board of Directors. The arbitrator's decision shall be binding and conclusive.

123. Any person bringing a dispute shall deposit with the Club the sum of \$250 or such other amount as may be determined by the Club Board of Directors. The arbitrator shall decide how the costs of the arbitration will be paid and what should be done with the deposit.

SIGNATURES OF MEMBERS **FULL NAMES** **DATE**

SIGNATURE OF SECRETARY **FULL NAME** **DATE**
