

No. 7148112

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM

and

ARTICLES OF ASSOCIATION

- of -

LEDBURY RUGBY FOOTBALL CLUB LIMITED

Incorporated

5 February 2010

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
LEDBURY RUGBY FOOTBALL CLUB LIMITED

1. The name of the Company (hereinafter called "the Club") is "LEDBURY RUGBY FOOTBALL CLUB LIMITED". Unless stated to the contrary within this document words and expressions used shall have the same meaning as set out in the Articles of Association of the Club.
2. The registered office of the Club will be situated in England.
3. The objects for which the Club is established are:
 - (i) to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as Ledbury Rugby Football Club and to indemnify Ledbury Rugby Football Club, its officers, members, and members of any of its sub-committees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of Ledbury Rugby Football Club and in respect of all liabilities, obligations and commitments (whether legally binding or not) of Ledbury Rugby Football Club and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;
 - (ii) principally to provide facilities for rugby union and generally to promote, encourage and facilitate the playing of rugby union in the area of Ledbury and amongst the community;
 - (iii) to provide and maintain Club premises at Ross Road, Ledbury and club-owned rugby equipment for the use of its members (without discrimination);
 - (iv) to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without

limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;

- (v) to sell or supply food and/or drink and provide other activities as a social adjunct to the sporting purposes of the Club;
- (vi) to obtain funding for the activities of the Club by collecting entrance fees, membership subscriptions, and match fees, by obtaining sponsorship and other available funding;
- (vii) to promote amateur rugby within the Club;
- (viii) to affiliate to the RFU, (through the membership of the Club's nominee to the RFU, such nominee to be the Secretary or another officer of the Club approved by the RFU), and to affiliate to the Constituent Body designated to it by the RFU;
- (ix) to comply with and uphold the rules and regulations of the Constituent Body, the RFU and the International Rugby Board as amended from time to time and the rules and regulations of any body to which the RFU is affiliated;
- (x) to acquire, establish, own, operate and turn to account in any way for the members' benefit the rugby union facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (xi) to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the members;
- (xii) to discipline the members where permitted by its Rules and to refer its members to be disciplined by the RFU or the Constituent Body (as appropriate) where so required by the rules and regulations of the RFU or the Constituent Body (as the case may be);
- (xiii) to undertake and execute charitable trusts relating to the activities of the Club;
- (xiv) to enhance the community of Ledbury through the clubs involvement, presence and support of community events and interests
- (xv) to support and encourage community sports and activities using club facilities.
- (xvi) to make donations or offer support to rugby union clubs which are charities or community amateur sports clubs; and

(xvii) to do all such other things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Clause 3.

In furtherance of the above objects (but not further or otherwise) the Club shall have the following powers:

- (1) to purchase, take on, lease, or exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;
- (2) to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Club subject to such consents as may be required by law;
- (3) to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;
- (4) to borrow or raise money for the objects of the Club on such terms and on such security as may be thought fit subject to such consents as may be required by law;
- (5) to take and accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Club;
- (6) to print and publish any newspapers, periodicals, books, articles or leaflets;
- (7) to raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise;
- (8) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- (9) to invest moneys 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) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (10) to make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any charities or other clubs registered as community amateur sports clubs which are for the benefit of the Club or any part thereof;

- (11) to engage and pay any person or persons whether on a full or part time basis or whether as consultant or employee, to supervise, organise, carry on the work of and/or advise the Club;
- (12) subject to the provisions of Clause 4 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
- (13) to amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Club or which are for the benefit of the Club or any part thereof and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited by this Memorandum of Association;
- (14) to pay out of funds of the Club the costs, charges and expenses of and incidental to the formation and registration of the Club; and
- (15) to do all such other lawful things as will further the attainment of the objects of the Club or any of them.

4. The income and property of the Club shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the members of the Club or third parties other than other registered community amateur sports clubs or charities.

No member shall be paid a salary, bonus fee or other remuneration for playing for the Club.

Nothing herein shall prevent any payment in good faith by the Club:

- (a) of interest on money lent by a member of the Club or its directors at a commercial rate of interest;
- (b) to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses;
- (c) of reasonable and proper rent for premises demised or let by any member of the Club or by any director; or
- (d) of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Club.

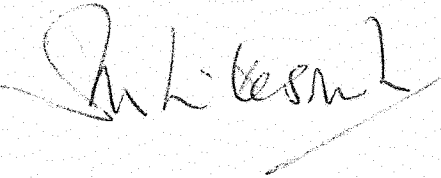
5. The liability of the members is limited.

6. Every member of the Club undertakes to contribute to the assets of the Club, in the event of the same being wound up while he is a member, or within one 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 of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (One pound).
7. 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 be paid to or distributed to another registered community amateur sports club for rugby union, to the RFU for use in community related rugby union initiatives, or to a charitable organisation.

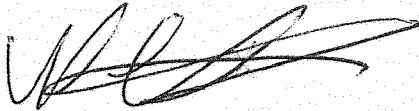
We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

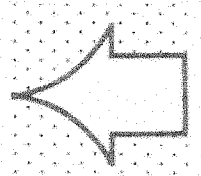
[SUBSCRIBER 1] John Wilesmith
Address Bavenhill Cottage
Bromesberrow Heath
Ledbury
Herefordshire
HR8 1PB



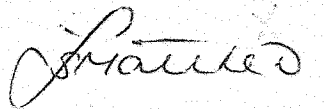
[SUBSCRIBER 2] Will Delamore
Address Dunbridge Farm
Ledbury
Herefordshire
HR8 2JE



[SUBSCRIBER 3] Dick Mason
Address Farm Mill
Dymock
Gloucestershire



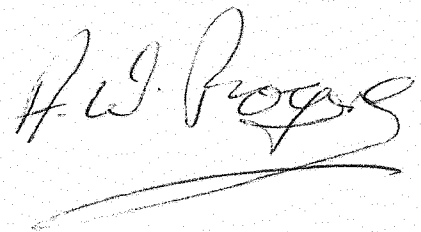
[SUBSCRIBER 4] Jill Matthew
Address Manaakitanga
Hillend Barn
Rushall
Ledbury
Herefordshire
HR8 2PB



[SUBSCRIBER 5] Stephen John
Address 24 Farthing Crofts
Highnam
Gloucestershire
G12 8EQ

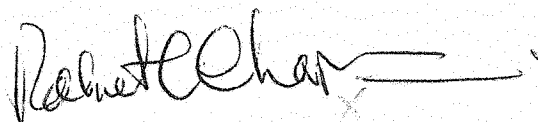


[SUBSCRIBER 6] Wynne Rogers
Address 33 Jubilee Close
Ledbury
Herefordshire

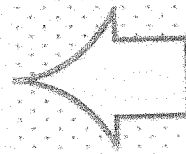
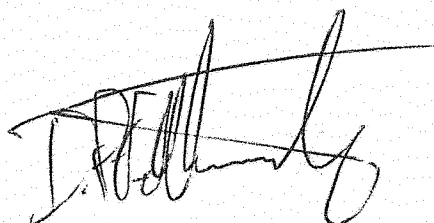


NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

[SUBSCRIBER 7] Robert Chapman
Address The Dower House
Preston Cross
Ledbury
Herefordshire



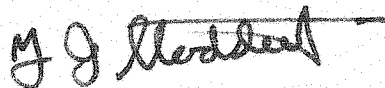
[SUBSCRIBER 8] David Fotherby
Address Manaakitanga
Hillend Barn
Rushall
Ledbury
Herefordshire
HR8 2PB



Dated: [2010]

Witness to the above signatures:

Signature



Name

FRANCIS LAW STODDART

Address

12 FROST ROAD

Occupation

LEDBURY

HR8 2PW

(RETIRED)

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
LEDBURY RUGBY FOOTBALL CLUB LIMITED

INTERPRETATION

- 1.1 The following terms shall for the purposes of these Articles bear the meanings set opposite them:

the Act	the Companies Act 2006 and as further modified by any statutory modification or re-enactment for the time being in force;
Articles	these Articles of Association;
Chairman	the person elected from time to time in accordance with these Articles as the chairman of the Club;
clear days	a period of days exclusive of the day on which a notice is served or deemed to be served and of the day for which it is given;
Club	the above named company;
Company Secretary	such person as the Board appoints as company secretary from time to time;
Constituent Body	the Constituent Body of the RFU to which the Club is from time to time affiliated and which at the date of incorporation is North Midlands RFU;
directors or the Board	the Board of the Club established in accordance with Article [47] the members of

	which are the directors of the Club for the purposes of the Act;
Elected Director	a director elected pursuant to Article [47(v)];
electronic form	has the same meaning as in the Companies Act 2006;
general meeting	an annual or an extraordinary general meeting of the Club;
hard copy form	has the same meaning as in the Companies Act 2006;
the IRB	means the world governing body for rugby union, which at the date of incorporation is the International Rugby Board;
Life Member	a member who is appointed as a life member pursuant to Article 13(e);
members	the persons admitted into membership of the Club in accordance with Article [3] and any Rules from time to time in force;
Non-Voting Members	all members of the Club other than Voting Members and who shall not be members of the Club for the purposes of the Act;
President	the person from time to time elected in accordance with these Articles as the president of the Club;
the RFU	means The Rugby Football Union (an Industrial & Provident Society with register number 27981R which is the governing body of rugby union within England) of Rugby House, Rugby Road, Twickenham, Middlesex TW1 1DS;
Rules	the rules and regulations of the Club made by the Board or the Club in general meeting and amended from time to time;
Secretary	the secretary of the Club appointed from time to time in accordance with these Articles who shall be the company secretary for the purposes of the Act;

the Office	the registered office of the Club;
Vice-Chairman	the person from time to time elected in accordance with these Articles as the vice-chairman of the Club;
Voting Members	the members of the Club who, under the Rules from time to time in force, are entitled to receive notice of, attend and vote at general meetings and who are the Members of the Club for the purposes of the Act; and
Website	the Club's website, which, at the date of incorporation, may be accessed at www.lrfc.co.uk or such other successor website as is notified to the members from time to time.

- 1.2 Words importing the singular number only shall include the plural number, and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.
- 1.3 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Club shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

OBJECTS

2. The Club is established for the purposes expressed in the Memorandum of Association of the Club.

MEMBERSHIP

3. The subscribers to the Memorandum of Association of the Club; the members of the unincorporated association known as the Ledbury Rugby Football Club as at the date of incorporation and such other persons as are admitted to membership by the Board in accordance with these Articles, shall be the members of the Club. No person shall be admitted as a member of the Club unless he is approved by the Board. For the avoidance of doubt membership is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the sport or the good conduct and interests of the Club and no person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual organisation, religion, political or other beliefs. A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at

such meeting. Every person who wishes to become a member shall deliver to the Club an application for membership in such form as the Board requires executed by him. The provisions of section 352 of the Act shall be observed by the Club and every member shall either sign a written consent to become a member or sign the register of members on becoming a member. For the purposes of registration the number of members is declared to be unlimited.

4. A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a member before those two days have lapsed.
5. A member may withdraw from membership of the Club on seven clear days' notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules.
6. All members shall be subject to the Rules and shall respect the rules of the game of rugby union as set from time to time by the IRB.
7. The Board may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of members provided that the Board shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the Club.
8. It shall be the duty of the Board, if at any time it shall be of the opinion that the interests of the Club so require, by notice in hard copy form sent by prepaid post to a member's address, to request that member to withdraw from membership of the Club within a time specified in such notice.
9. If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board or such sub-committee to which it has delegated its powers. The Board or sub-committee and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard copy form, and he shall not be required to withdraw from membership unless a majority of the Board members or sub-committee members present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting

without sufficient reason being given, he shall thereupon cease to be a member and his name shall be erased from the register of members. The Board may exclude the member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend the Club's premises to attend that meeting (if it is held at them) for the purpose of making his representations. A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at such meeting.

10. The members shall pay any entrance fees and annual subscription set by the Board. The Board shall ensure that any such fees set by it do not preclude open membership of the Club. Any member whose subscription fee is more than three months in arrears shall be deemed to have resigned his membership of the Club.
11. Any person ceasing to be a member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription. The Board may refund an appropriate part of a resigning member's subscription if it considers it appropriate taking account of all the circumstances.

GENERAL MEETINGS

12. 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 Board and shall specify the meeting as such in the notices calling it, provided that so long as the Club holds its first annual general meeting within 18 months after its incorporation it need not hold it in the calendar year of its incorporation or in the following calendar year.
13. The annual general meeting shall be held for the following purposes:
 - (a) to receive from the Board accounts, pursuant to Article 81;
 - (b) to receive from the Board a report of the activities of the Club since the previous annual general meeting;
 - (c) to appoint the Club's auditors;
 - (d) to announce the election (as appropriate) of the Chairman, Vice-Chairman, Secretary, President, and the Elected Directors to be appointed in accordance with these Articles; and
 - (e) to transact such other business as may be brought before it (including without limitation the appointment of Life Members (in recognition of outstanding contribution or long service to the Club)).

14. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.
15. The Board may call general meetings and, on the requisition of one-tenth of the Voting Members in hard copy form, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. Such requisition must state the object of the meeting. If there are not within Great Britain sufficient directors to call a general meeting, any director or the Secretary may call a general meeting.
16. There shall be given at least 21 clear days' notice of every annual general meeting and of every extraordinary general meeting called for the passing of a special resolution and 14 clear days' notice of every other extraordinary general meeting, specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, to such persons (including, if any, the auditors) as are under these Articles or under the Act entitled to receive such notices from the Club.
17. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings, at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

18. All business transacted at an extraordinary general meeting, and all that is transacted at an annual general meeting with the exception of the business set out in Article 13(a) to (d) shall be deemed special business.
19. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided 20 Voting Members or one-tenth of the membership of the Club (whichever is the greater number) present in person shall be a quorum.
20. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Voting Members present shall be a quorum.
21. The Chairman shall preside as chairman at every general meeting, but if the Chairman shall be absent, or if at any meeting he is not present within 15 minutes after the time appointed for holding the same, the Vice-Chairman shall preside. If the Vice-Chairman is not present or is

unwilling to preside, the directors present shall choose one of their number who is present to preside.

22. The chairman of the meeting 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 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 such a meeting is adjourned for 14 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Save as aforesaid, the Voting Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
23. The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without fixing a day for the meeting or to another time or place where it appears to him that:
 - (a) members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
 - (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
 - (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
24. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special or extraordinary resolution, no amendment thereto (other than a mere clerical amendment to correct a typographical error) may in any event be considered or voted upon.
25. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
 - (a) by the chairman of the meeting; or
 - (b) by at least three Voting Members].
26. Unless a poll is duly demanded, a declaration shall be made by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority

and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

27. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
28. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
29. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
30. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
31. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
32. A resolution executed by or on behalf of each Voting Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Voting Members.

VOTES OF MEMBERS

33. Every Voting Member shall be entitled to receive notice of, attend general meetings and cast one vote.
34. On a poll, votes may be given either personally or by proxy. A Voting Member may appoint more than one proxy to attend on the same occasion but only one of whom may vote.

35. The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve)

"Ledbury Rugby Football Club Limited

I/We, _____, of _____

being a member/members of the above-named Club, hereby appoint

of _____

, or failing him,

of _____

, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Club to be held on _____ 200[] and at any adjournment thereof.

Signed on _____

200[] ."

36. Where it is desired to afford Voting Members an opportunity of instructing the proxy how he shall act, the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):

"Ledbury Rugby Football Club Limited

I/We, _____, of _____

named _____, being a member/members of the above-
of _____ Club, _____ hereby _____ appoint

, or failing him,

of _____

, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Club to be held on _____ 200[], and at any adjournment thereof. This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against.

used for the purposes of receiving such instruments or communications by electronic means.

38. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Club at the Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in electronic form, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
39. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.
40. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

PRESIDENT

41. At the annual general meeting in 2010 and at the annual general meeting each year thereafter, the President shall retire but shall be eligible for re-appointment in accordance with these Articles. The election of the President shall be in accordance with Articles 51 and 52. A person so appointed shall hold office for a five-year term until the annual general meeting in the fifth year after his appointment. The President shall be a director by virtue of his office and shall have such rights and privileges as the Board/Voting Members in general meeting shall from time to time prescribe. The President must be a Voting Member of at least 10 years' standing.

CHAIRMAN

42. At the annual general meeting in 2010 and at the annual general meeting every three years thereafter, the Chairman shall retire but shall be eligible for re-appointment in accordance with these Articles. The election for the office of Chairman shall be conducted in accordance with Articles 51 and 52. A member so appointed shall hold office for a three year term until the annual general meeting in the

third year after his appointment. The Chairman shall be a director by virtue of his office and shall have such rights and privileges, as the Voting Members in general meeting shall from time to time prescribe.

VICE-CHAIRMAN

43. At the annual general meeting in 2010 and at the annual general meeting every third year thereafter, the Vice-Chairman shall retire but shall be eligible for re-election in accordance with these Articles. The election for the office of Vice-Chairman shall be conducted in accordance with Articles 51 and 52. A person so appointed shall hold office for a three-year term until the annual general meeting in the third year after his appointment. The Vice-Chairman shall be a director by virtue of his office and shall have such rights and privileges, as the Voting Members in general meeting shall from time to time prescribe.

SECRETARY

44. At the annual general meeting in 2010 and at the annual general meeting every third year thereafter, the Secretary shall retire but shall be eligible for re-election in accordance with these Articles. The election for the office of Secretary shall be conducted in accordance with Articles 51 and 52. A person so appointed shall hold office for a three-year term until the annual general meeting in the third year after his appointment but shall be eligible for re-election. The Secretary shall be a director and the Company Secretary by virtue of his office and shall have such rights and privileges, as the Voting Members in general meeting shall from time to time prescribe.

BOARD

46. The number of directors shall be not less than seven (7) and unless and until varied by ordinary resolution of the Club in general meeting shall be subject to a maximum of twelve (12).
47. The directors shall be:
- (i) the President;
 - (ii) the Chairman;
 - (iii) the Vice-Chairman;
 - (iv) the Secretary;
 - (v) up to six (6) (or such lower number as the Board shall from time to time decide) Elected Directors; and

(vi) such other persons (if any) as the Board may from time to time in its sole discretion co-opt to the Board until the next annual general meeting, provided that the total number of directors at any one time shall not exceed any maximum fixed by these Articles. Co-opted directors shall be entitled to vote at the meetings of the Board.

48. The first directors, who shall hold office until such time as they are due to retire in accordance with these Articles, shall be:

- (i) the President – John Wilesmith (2010)
- (ii) Chairman – Will Delamore (2013)
- (iii) the Vice-Chairman – David Fotherby (2013)
- (iv) the Secretary – Jill Matthew (2013)
- (vi) the Elected Directors - Rob Chapman
Wynne Rogers
Dick Mason
Steve John

49. The first directors set out in Article 48 shall retire immediately prior to the annual general meeting in the year set out in brackets after their respective names but may be re-elected in accordance with these Articles.

ELECTED DIRECTORS

50. At the annual general meeting each year the Elected Directors shall retire and shall be eligible for re-election in accordance with these Articles. The election for the office of Elected Directors shall be conducted in accordance with Articles 51 and 52. Except as provided in Article 49, an Elected Director so elected shall hold office from the annual general meeting at which he is elected, until the following annual general meeting at which meeting he shall retire but may be re-elected.

ELECTIONS

51. Any Voting Member may nominate another member to be President, the Chairman, Vice-Chairman, Secretary or an Elected Director. Any person nominated as a member of the Board must be a Voting Member of not less than two years standing. Any nomination must be made on the form prescribed from time to time by the Board. Any nomination must be seconded by another Voting Member. Voting Members may only nominate or second one candidate for each post and the form must be completed and returned to the Secretary not later than such date as the Board shall prescribe each year.
52. If there are the same number of candidates as there are vacancies for a post, those candidate shall be declared elected unopposed at the annual general meeting. In the event of there being more nominations than vacancies, there shall be an election at the annual general meeting as directed as the Board. The results of any such election must be announced at the annual general meeting.

CASUAL VACANCIES

53. A casual vacancy arising among the offices of President, Chairman, Vice-Chairman, Secretary or the Elected Directors, shall be filled by the Board provided always that the person appointed to fill the vacancy shall hold office until such time as the person he replaced was due to retire but shall be eligible for re-election in accordance with these Articles.

REMOVAL OF DIRECTORS

54. In addition and without prejudice to the provisions of section 303 of the Act, the Voting Members may by ordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another suitably qualified person in his stead; but any person so appointed shall retain his office so long only as the director in whose place he is appointed would have held the same if he had not been removed.
55. The office of director shall be vacated:
 - (a) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (b) if he becomes of unsound mind;
 - (c) if by notice in hard copy form to the Board he resigns his office;
 - (d) if he becomes prohibited from holding office by reason of any court order made under the Act;

- (e) if he is removed from office by a resolution duly passed pursuant to section 303 of the Act;
 - (f) if he is the Chairman, Vice-Chairman, President or Secretary, when his term of office expires and he is not re-elected;
 - (g) if he is removed from office by an ordinary resolution passed at a general meeting at which the resolution is proposed;
 - (h) unless the Board resolves otherwise, if he shall, without sufficient reason, absent himself from three consecutive meetings of the Board;
 - [(i) he ceases to be a member;
56. A Chairman, Vice-Chairman, President or Secretary, who is removed from office as a director for whatever reason, by virtue of Articles 54 or 55, shall be deemed to have resigned from office and the vacancy arising shall be filled in accordance with these Articles.

POWERS OF THE BOARD

57. The business of the Club shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Club as they think fit and may exercise all such powers of the Club, and do on behalf of the Club all such acts as may be exercised and done by the Club including, without prejudice to the generality of the foregoing, the power to borrow, and as are not by the Act or by these Articles required to be exercised or done by the Club in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act for the time being in force and affecting the Club, and to such Rules, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Club in general meeting, but no Rule made by the Club in general meeting shall invalidate any prior act of the Board which would have been valid if such Rule had not been made.
58. The Board may delegate any of their powers to any sub-committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a sub-committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying. All acts and proceedings of such sub-committees or executive officers shall be reported in due course to the Board.

59. The Board may act notwithstanding any vacancy in their body.
60. If the Board shall at any time be or be reduced in number to less than the number prescribed by law or in accordance with these Articles, it shall be lawful for them to act as the Board for the purpose of admitting persons to membership of the Club, or summoning a general meeting, but not for any other purpose.

PROCEEDINGS OF THE BOARD

61. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least ten such meetings shall be held in each year. The Board shall report on their activities to the members at the annual general meeting.
62. Questions arising at a meeting shall be decided by a majority of votes. Voting on any issue shall be by show of hands. Each director shall be entitled to one vote. In the case of an equality of votes, however, the chairman of any meeting of the Board shall have a casting vote in addition to any other vote he may have.
63. A director, and the Company Secretary at the request of a director, shall at any time summon a meeting of the Board by notice served upon the directors. A director who is absent from Great Britain shall not be entitled to notice of a meeting. Notice of all meetings and minutes of all meetings shall be served on all members of the Board.
64. The Chairman shall be chairman of the Board. The Chairman shall preside as chairman at all meetings of the Board at which he shall be present, but if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting or is not willing to preside the directors present shall choose one of their number to be chairman of the meeting.
65. 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. The quorum for meetings of the Board or any sub-committee formed pursuant to the provisions of the Articles shall be three.
66. Any sub-committee formed pursuant to Article 58 shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the Board. The resolution making the delegation shall specify the financial limits within which any sub-committee shall function.
67. All acts bona fide done by any meeting of the Board or of any sub-committee, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as

valid as if every such person had been duly appointed or had duly continued in office.

68. The Board shall cause proper minutes to be made of all appointments of the Board and of the proceedings of all meetings of the Club and of the Board and of sub-committees, and all business transacted at such meetings, 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.
69. A resolution in hard copy form signed by all the directors for the time being or by all the members for the time being of any sub-committee who are entitled to receive notice of a meeting of the Board or of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

DIRECTORS' APPOINTMENTS AND INTERESTS

72. The Club shall not employ any director of the Club nor pay a director any remuneration except as permitted by Article 78 below.
74. Subject to the provisions of the Act, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a director notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise interested;
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Club or in which the Club is otherwise interested; and
 - (c) shall not, by reason of his office, be accountable to the Club for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
75. For the purposes of these Articles:
- (a) a general notice given to the Board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be

deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

76. No director shall take any loan from the Club.

MINUTES

78. The directors shall cause minutes to be made in books kept for the purpose:

- (a) of all appointments made by the directors; and
- (b) of all proceedings at meetings of the Club which shall include without limitation proceedings of the Board and of sub-committees of the Board, including the names of the directors present at each such meeting.

79. 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.

ACCOUNTS

80. The Board shall in accordance with section 221 of the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered) cause accounting records of the Club to be kept and lay before the members in general meeting copies of the Club's annual accounts. No member shall (as such) have any other right of inspecting any accounting records or other book or document of the Club except as conferred by statute or authorised by the directors or by ordinary resolution of the Club. If required by the provisions of the Act, the accounts of the Club shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors. Auditors, if required, shall be appointed and their duties regulated in accordance with the Act.

NOTICES AND COMMUNICATIONS

81. The Club may validly send or supply any document (including any notice) or information to a member in hard copy form, electronic form or by making it available on the website in accordance with and subject to the "company communication provisions" of the Companies Act 2006, but this Article does not affect any other provision in any relevant

legislation or these Articles requiring notices or documents to be supplied or delivered in a particular way.

82. The following provisions shall apply in relation to documents (including notices) and information sent or supplied by the Club to a member.

(a) Where a document or information (whether in hard copy form or electronic form) is delivered by hand, it is deemed to have been received by the intended recipient at the time it is handed to or left for the member.

(b) Where a document or information (whether in hard copy form or electronic form) is sent by post or courier, to an address in the United Kingdom, it is treated as being received by the intended recipient:

(i) 48 hours after it was posted, if first class post was used;
or

(ii) 72 hours after it was posted or given to the courier, if first class post was not used;

provided that it was properly addressed and either put into the post system or given to the courier with postage or delivery paid.

(c) Where a document or information is sent by fax or electronic mail, it is deemed to have been received by the intended recipient at the time it was sent provided that it was sent to the correct fax number or email address.

Where a document or information is sent by means of the Website, it is deemed to have been received by the intended recipient when the material was first made available on the Website, or if later, when the recipient received (or is deemed to have received) information that it was available on the Website. Proof that a notice contained in a communication in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

RULES AND REGULATIONS

83. Subject to those Rules to be made, varied or revoked by the Voting Members in general meeting in accordance with Article 85 below, the Board shall have the power to make, vary and revoke the Rules including, but not limited to, Rules:

(a) setting out different categories of membership of the Club;

(b) setting the criteria for admission to membership of the Club for the different categories of members;

- (c) creating regulations, standing orders and/or bye-laws for the better administration of the Club and to regulate the function, role and operation of committees to assist the board in the better administration of the club;
- (d) setting or adopting such other regulations or policies, including for example child protection and equity policies, as the board thinks fit; and
- (e) in relation to licensable activities of the Club.

Provided that nothing in those Rules shall prejudice the Club's status as a Community Amateur Sports Club under Schedule 18 Finance Act 2002.

84. The Voting Members in general meeting may, from time to time, make vary and revoke Rules:

(a) RIGHTS OF MEMBERS

Every member shall, subject to the Rules and byelaws for the time being in force, be entitled to the use and enjoy, in common with the other members, the Club premises and the amenities thereof.

(b) SUBSCRIPTIONS

- a. The Annual Subscription and Match Fees payable by every category of "Voting member" shall be fixed at the Annual or a Special General Meeting.
- b. Associate members will not be required to pay any subscription.
- c. Subscriptions shall be payable on election and thereafter on 1st September of each year. All subscriptions to be paid by the 31st October. If still unpaid at the 30th November, privilege of membership shall be withdrawn. This includes the provision of Players Insurance cover.
- d. Temporary playing members may be elected as Associate members and permitted to play for the Club on payment of a prescribed fee per game for a number not exceeding four games in all.
- e. If a member wishes to resign from the Club he shall give notice to the Secretary of the Rugby Sub committee but shall not be entitled to the return of any part of his subscription for the year.

(c) CONDUCT OF MEMBERS

- a. No betting shall be allowed in the Club.
- b. No lottery shall be promoted by any member or officer on behalf of or in any way connected with the Club or with any entertainment or

event held by or in connection with the Club without the previous written authority of the Rugby Sub- Committee.

- c. Gaming shall be permitted in the Club, so however, as not to contravene any of the provisions of any statute for the time being in force.
- d. The Main Board may terminate or suspend the membership of any member whose conduct, whether on the Club premises or elsewhere, is or has been in the opinion of the Board contrary to the interests of the Club or injurious to its reputation.

Provided that nothing in those Rules shall prejudice the Club's status as a Community Amateur Sports Club under Schedule 18 Finance Act 2002.

INDEMNITY

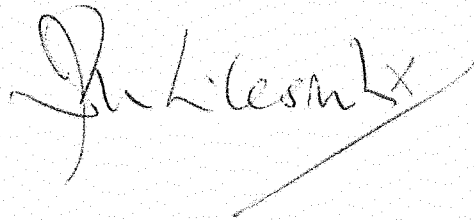
- 85. To the extent permitted by the Act and (subject thereto) as the Board may from time to time deem fit, the Club may indemnify any Officer of the Club against any liability incurred by him in relation to the Club, and may at the expense of the Club purchase and maintain insurance for the benefit of any Officer of the Club against such liabilities for his benefit. For the purposes of this Article "Officer" means a director or company secretary.

DISSOLUTION

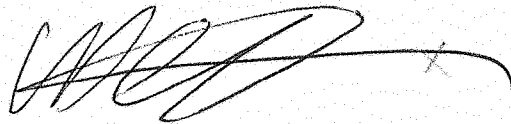
- 86. Clause 7 of the Memorandum of Association relating to the winding-up and dissolution of the Club shall have effect as if the provisions thereof were repeated in these Articles.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

[SUBSCRIBER 1] John Wilesmith
Address Bavenhill Cottage
Bromesberrow Heath
Ledbury
Herefordshire
HR8 1PB



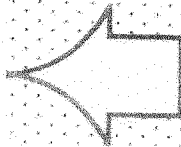
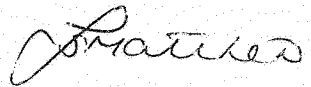
[SUBSCRIBER 2] Will Delamore
Address Dunbridge Farm
Ledbury
Herefordshire
HR8 2JE



[SUBSCRIBER 3] Dick Mason
Address Farm Mill
Dymock
Gloucestershire



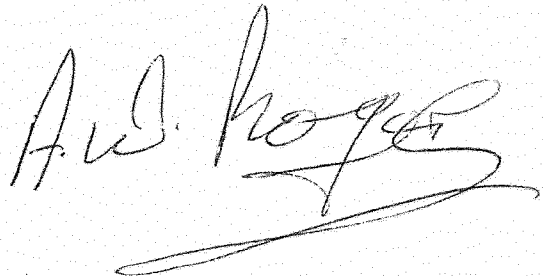
[SUBSCRIBER 4] Jill Matthew
Address Manaakitanga
Hillend Barn
Rushall
Ledbury
Herefordshire
HR8 2PB



[SUBSCRIBER 5] Stephen John
Address 24 Farthing Crofts
Highnam
Gloucestershire
G12 8EQ



[SUBSCRIBER 6] Wynne Rogers
Address 33 Jubilee Close
Ledbury
Herefordshire



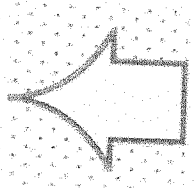
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

[SUBSCRIBER 7] Robert Chapman
Address The Dower House
Preston Cross
Ledbury
Herefordshire

X *Robert Chapman*

[SUBSCRIBER 8] David Fotherby
Address Manaakitanga
Hillend Barn
Rushall
Ledbury
Herefordshire
HR8 2PB

X *David Fotherby*



Dated: [2010]

Witness to the above signatures:

Signature

[Signature]

Name

FRANCIS LAW *STUDENT*

Address

12 FROST ROAD

Occupation

LEDDBURY

HR8 2UW

RETIREE