

**Company Number: 06911065**

**The Companies Act 2006**

**Private Company Limited by Guarantee**

**Articles of Association**

**of**

**British and International Golf Greenkeepers Association Limited**

## INTRODUCTION

### 1. Interpretation

1.1. In these Articles, the following definitions apply unless the context otherwise requires:

“**Act**” is the Companies Act 2006.

“**Annual General Meeting**” or “**AGM**” is the Annual General Meeting of all Members of the Association, held on a date and in a format or at a venue set by the Board of Management.

“**Appointor**” is a director appointing an alternative, as set out in Article 21.

“**Articles**” are the articles of association of the Association for the time being in force.

“**Board of Management**” is the body responsible for the overall management of the Association, being the directors of the Association and those persons set out in Article 17.

“**Chairperson**” is the individual who has been nominated by the Board of Management (or the Region Board in the case of Region Chairperson) to fulfil the role of the Chair of their board meetings, in accordance with the procedures detailed in Article 19.

“**Code of Ethics**” is the Code of standards and behaviour expected of Members of the Association, as described in Article 9.

“**Conflict**” is a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Association.

“**Eligible Director**” is a director who would be entitled to vote on the matter at a meeting of the Board of Management (but excluding in relation to the authorisation of a Conflict pursuant to Article 24, any director whose vote is not to be counted in respect of the particular matter).

“**Governance Handbook**” is the regulations of the Association, as provided by the Board of Management, set out in the governance handbook.

“**Greenkeeper**” is any person employed in the maintenance of an outdoor, natural turf based, golfing establishment.

“**Groundsman**” is any person employed in the maintenance of an outdoor, natural turf based, sports facility

“**Member**” is a member of the Association.

“**Model Articles**” is the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered “**Model Article**” is a reference to that article of the Model Articles.

“**Patron**” is the individual who has been nominated by the Board of Management to fulfil the role of figurehead of the Association, in accordance with the procedures detailed in Article 28.

“**President**” is the individual who has been nominated by the Board of Management (or the Region Board or Section membership in the case of Region President or Section

President) to fulfil the role of ambassador of the Association, Region or Section, in accordance with the procedures detailed in Article 28.

**“Region”** is a group of Sections of the Association formed and managed as detailed in Article 26.

**“Section”** is the foundation level of the Association structure, where Members are grouped together geographically.

- 1.2. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to all other genders.
- 1.7. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - 1.7.1. any subordinate legislation from time to time made under it; and
  - 1.7.2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9. The Model Articles shall apply to the Association, except in so far as they are modified or excluded by these Articles.
- 1.10. Model Articles 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 30(2), 35, 38 and 39 shall not apply to the Association.
- 1.11. Model Article 7 shall be amended by:
  - 1.11.1. the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - 1.11.2. the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12. Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

## **2. General**

- 2.1. These Articles (as may be amended by the Members at an Annual General Meeting or Extraordinary General Meeting from time to time) shall be read in accordance with the Governance Handbook and, together with any further regulations passed by the Board of Management, shall be binding on all Members.
- 2.2. The Board of Management may establish rules governing matters relating to the administration of the Association that are required from time to time for the effective operation of the Association and set them out in the Governance Handbook. If there is a conflict between the terms of these Articles and the Governance Handbook, or any other rule established by the Board of Management, the terms of these Articles shall prevail.

## **3. Not for Distribution**

- 3.1. The income and property of the Association shall be applied solely in promoting the object of the Association as set out in Article 5.
- 3.2. No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Association of:
  - 3.2.1. reasonable and proper remuneration to any Member, officer or servant of the Association for any services rendered to the Association;
  - 3.2.2. any interest on money lent by any Member or any director at a reasonable and proper rate;
  - 3.2.3. reasonable and proper rent for premises demised or let by any Member or director; or
  - 3.2.4. reasonable out-of-pocket expenses properly incurred by any director.

## **4. Mission and Vision Statements**

### **4.1. Mission Statement:**

BIGGA: An Association committed to the continuing professional development of its members, working with leading bodies in golf for the good of the game.

### **4.2. Vision Statement:**

Our Vision is to be recognised as leaders in golf course management. To have our members acknowledged as educated professionals, valued by the sport and for BIGGA to become a must join association.

## **5. Objects**

- 5.1. Paragraph 3 of the Association's Memorandum of Association is hereby deleted and replaced with the following:
  3. The objectives of the Association shall be:
    - 3.1 To promote and advance all aspects of Greenkeeping
    - 3.2 To assist and encourage the proficiency of Members

- 3.3 To promote the welfare of Members
- 3.4 To arrange an international annual conference and exhibition, with educational seminars, functions and networking events
- 3.5 To raise money for the benefit of the Association
- 3.6 To provide a website, magazine and other publications for Members and the wider Greenkeeping industry
- 3.7 To collaborate with any organisation which may in any way benefit the Association or its Members or with which there may be a common interest
- 3.8 To acquire and sell, develop, exchange, lease or mortgage with or without consideration any legal and equitable estate or interest in land and any personal property which the Association may think necessary for the promotion of its objectives
- 3.9 To borrow or raise money for the purpose of the Association on such terms and on such security (if any) as may for the time being, be imposed or required by law
- 3.10 To invest the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) as may for the time being, be imposed or required by law
- 3.11 To employ and pay architects, surveyors, engineers, accountants, solicitors and other professional persons, clerks and other staff for the purpose of fulfilling the objects of the Association
- 3.12 To carry out and perform any other duties or responsibilities which shall be in the general interests of the Association or its Members
- 3.13 To operate and manage a benevolent fund in order to relieve hardship suffered by its Members and former Members.

## **MEMBERSHIP**

### **6. Membership**

6.1. The Association shall have the following classes of membership:

#### **6.1.1. Full Member**

Any person employed as a Greenkeeper or as a Groundsman who has obtained a minimum qualification which shall from time to time be recommended by the Board of Management.

#### **6.1.2. Life Member**

Any Full Member who has given outstanding service within the Association (as determined by the Board of Management) and has been a Member for a continuous period of twenty-five years or being a Member who has reached the age of sixty may be elected a Life Member of the Association. As a general principle nominees shall not be considered until they are approaching or have

reached retirement from their full time career. Proposals for the election of a Life Member shall be made only by the Board of Management following Regional Board nomination and the election shall be by the Association at an Annual General Meeting. Life Members will not be liable to pay subscriptions and will receive at no charge a copy of the Association's official journal. A Life Member shall have all the rights and privileges of the Association.

**6.1.3. Retired Member**

Any Full member who held Full membership prior to retirement who ceases to be employed as a Greenkeeper through retirement and is not engaged in alternative full time employment. These persons shall be known as Retired Members.

**6.1.4. Student Member**

Any persons engaged in full-time education on a greenkeeper training course. These persons shall be known as Student Members.

**6.1.5. Assistant Greenkeeper**

Any person employed as a Greenkeeper who has not obtained a minimum qualification which shall from time to time be recommended by the Board of Management. Such a person shall be known as an Assistant Greenkeeper.

**6.1.6. Affiliate Member**

Any persons connected with greenkeeping or fine turf industries but whose circumstances are such that they do not qualify in any of the above categories. These persons shall be known as Affiliate Members.

6.2. Student and Assistant Greenkeeper Members shall have no voting rights at any meeting of the Members and shall not be eligible for appointment in any official capacity within the Association.

6.3. Retired and Affiliate Members shall have no voting rights at any meeting of the Members

6.4. The Board of Management may, at its discretion invite any Member, from any category of membership to be appointed as the Association's President or Vice President.

6.5. The Board of Management may at its discretion create other categories of membership which shall be subject to such restrictions and be entitled to such advantages of membership as the Board shall from time to time determine.

6.6. Any Member dismissed from employment will have his membership reviewed by the Regional Board who may confirm, suspend or terminate such membership.

6.7. Those persons in paid-up membership of the Association at the time of implementation of any revised Articles approved by the membership at an Annual General Meeting or Extraordinary General Meeting and who do not meet the new criteria for membership as laid down in those revised Articles, shall be permitted to continue in membership at the discretion of the Board of Management.

6.8. Each Member will be provided with a copy of these Articles and the Governance Handbook upon request and all new Members will be provided with a copy on joining the Association.

## **7. Application for Membership**

7.1. No person shall become a Member unless they have completed an application for membership in a form approved by the Board of Management from time to time. A letter

shall be sent to each successful applicant confirming their membership of the Association and the details of each successful applicant shall be entered into the Register of Members by the Secretary.

- 7.2. The directors may decline to accept any application for membership and need not give reasons for doing so.
- 7.3. All Members must pay to the Association on becoming a Member and on an annual basis a membership fee as set out in Article 10.

## **8. Rights of Members**

- 8.1. All Members have the right to attend the Association Annual General Meeting.
- 8.2. Voting rights of Members vary according to the category of membership, as set out in Article 6.
- 8.3. Members have the right to know:
  - 8.3.1. how the Association operates;
  - 8.3.2. where to go if they have any complaints or questions;
  - 8.3.3. who has what responsibilities;
  - 8.3.4. what they can expect from their Association and the Association's leadership;
  - 8.3.5. what is expected of them, as Members;
  - 8.3.6. what the Association's mission and goals are;
  - 8.3.7. what decisions the Board of Management has made; and
  - 8.3.8. what are the condition of the Association's finances.

## **9. Member Obligations and Code of Ethics**

- 9.1. Membership of the Association entitles Members to enjoy the benefits and privileges of the Association and its activities. Members shall observe these Articles, the rules set out in the Governance Handbook, and any rules which may from time to time be made by the Board of Management.
- 9.2. Members shall at all times abide by the Code of Ethics of the Association. The Code of Ethics has been established to promote and maintain the highest professional standards of service and conduct by Members of the Association.
- 9.3. The Code of Ethics will be regularly reviewed by the Board of Management, who may make amendments to the Code from time to time, such amendments being communicated to all Members in a timely fashion.
- 9.4. Each Member shall observe the rules and etiquette of any organisation or establishment which hosts a function or activity in which the Member is participating. Each Member is encouraged, when attending any event of the Association, to dress in a tie and jacket of the Association and/or to follow published dress code guidelines for the event and venue. Any Member representing the Association at a national or international event or on any official function will be obliged to wear the designated uniform of the Association.

## **10. Membership Fees**

- 10.1. The recommended annual rate of membership fees shall be presented each year by the Chief Executive Officer to the Board of Management as a part of the annual budget planning process who shall then decide on the rates to be charged for annual membership of the Association in all categories and circulate this to the membership.
- 10.2. Renewal membership fees will be due for payment on the first day of the month following the anniversary of a Member becoming a Member.
- 10.3. Membership fees for new members will commence on the first day of the month following the month of membership being approved.
- 10.4. The Board of Management shall have the power to forfeit the membership benefits of any Member whose membership fee is more than one month in arrears. During that month, the Member shall not be entitled to any of the advantages or privileges of membership, vote on any question or compete for any prize at all levels of the Association activity.

## **DECISION MAKING BY MEMBERS**

### **11. Votes of Members**

- 11.1. Subject to the Act, at any general meeting every Full Member and Life Member who is present in person (or by proxy) shall on a show of hands have one vote and every Full Member and Life Member present in person (or by proxy) shall on a poll have one vote.

### **12. Poll Votes**

- 12.1. A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 12.2. Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

### **13. Proxies**

- 13.1. Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 13.2. Article 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Board of Management, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

### **14. Annual General Meeting**

- 14.1. The Annual General Meeting of the Association shall be held as soon as practicable after the first day in January in each year and two months' notice of such a meeting shall be given to each Member.



14.2. Fifteen members are required to be physically present at the Annual General Meeting of the association in order to constitute a quorum.

14.2.1 In exceptional circumstances, the Annual General Meeting may take place remotely by the utilisation of an online platform. In such circumstances, members will be considered 'present' if they attend the meeting virtually.

14.3. Notice of resolutions to be proposed at the Annual General Meeting shall be sent to the Chief Executive Officer not less than 40 days before the date of the Annual General Meeting and these shall be circulated to the membership not less than 28 days prior to the Annual General Meeting.

14.4. The Annual General Meeting shall be chaired by the Chairperson, or by the Vice-Chairperson if the Chairperson is unable to attend.

14.5. The business conducted at the Annual General Meeting shall be taken in the following order:

1. Apologies
2. Minutes of the last Annual General Meeting
3. Annual Reports:
  - a. President's Report
  - b. Chairperson's Report
  - c. CEO's Report
4. Adoption of Annual Accounts
5. Alterations to the Articles and the Governance Handbook and all other resolutions of which due notice has been given
6. Election of Guardians
7. Appointment of Association Auditors
8. Appointment of President for the Following Year
9. Any Other Competent Business

## **15. Extraordinary General Meeting**

15.1. An extraordinary general meeting of the Association may be called at any time by the Board of Management and shall be called within two months of the receipt by the Board of Management of a written request to call such a meeting signed by not less than 5% of the number of Full Members or 250 Full Members, whichever is the smaller specifying the purpose for which the meeting is to be called ("**Extraordinary General Meeting**").

15.2. Not less than 28 days' written notice shall be given to the Members of the date, time and venue of the Extraordinary General Meeting specifying the business of that meeting.

15.3. No other business shall be discussed or voted upon at the meeting other than that specified in the Notice convening the meeting.

## **DIRECTORS AND THE BOARD OF MANAGEMENT**

### **16. Management of the Association**

16.1. The location of the office of the Association shall be at such place as shall, from time to time, be fixed by the Board of Management.

16.2. The general management of the Association shall be vested in the Board of Management.

16.3. The implementation of Board of Management decisions, other than those delegated to Regions shall be the responsibility of the Chief Executive Officer, who shall report to the Board of Management through the Chairperson.

16.4. All business activity of the Association shall be conducted under the trading name BIGGA.

## **17. The Board of Management**

17.1. The Board of Management shall be comprised as follows:

### **17.1.1. The Directors**

- (a) There shall be six directors of the Association, being one Member appointed by each of the five Region Boards and a Chairperson appointed by the Board of Management.
- (b) The term of office of the six positions will be three years. On a rota basis two of the positions will be renewed each year. After completing one term of office, the member can serve a second term of office subject to their appointment being confirmed by the Region Board in the case of the Member appointed by each of the five Region Boards or by the Board of Management in the case of the Chairperson. After completing two terms of office on the Board of Management, the member must step down and an alternative candidate shall be appointed.
- (c) A former member of the Board of Management who has served two consecutive terms of office must spend at least three years out of office before being eligible to serve a further term of office.
- (d) The directors must all be Full Members of the Association.

### **17.1.2. President and Vice President**

The President and Vice-President shall be appointed in accordance with Article 28.3. Neither the President nor Vice-President has a vote on the Board of Management.

### **17.1.3. Guardian**

One Guardian elected by the membership in accordance with Article 28.5. The Guardian does not have a vote on the Board of Management.

### **17.1.4. Vice Chairperson**

The Board of Management shall appoint a Vice Chairperson from within the Board. The Vice Chairperson will chair the meetings of the Board of Management in the absence of the Chairperson. As the Chairperson approaches the end of their term of office the Board of Management will appoint a chairperson elect ("**Chairperson Elect**"). The Chairperson Elect will be invited to attend Board meetings for one year prior to their appointment but will have no voting rights.

### **17.1.5. Chief Executive Officer**

The Board of Management shall appoint a Chief Executive Officer to administer the affairs of the Association. They shall establish the conditions of the post and other such posts as shall from time to time be required to attend to the affairs of the Association. The Chief Executive Officer shall not be a member of the Board of Management but shall attend meetings of the Board of Management. He shall have no voting rights at such meetings.

### **17.1.6. Co-opted Individuals**

The Board of Management may co-opt any individual onto the Board of Management from time to time, to serve for a period no longer than two consecutive terms of three years. Any individual so co-opted does not have a vote.

17.2. If any of the members of the Board of Management appointed by a Region Board cannot attend a meeting of the Board of Management, the nominated deputy from the Region Board may attend the meeting, who would also fill any vacancy on the Board of Management caused by the retirement, resignation, death, or expulsion from membership of the Region's nominated representative on the Board of Management.

17.3. A member of the Board of Management (either a director or the Chairperson) shall not be eligible to hold office as a chairperson of a Region Board.

17.4. The Board of Management may create sub-committees for any purpose and co-opt Members to serve thereon. The Board may at its discretion delegate powers to sub-committees within these Articles.

## **18. Calling a Board of Management Meeting**

18.1. Any member of the Board of Management may call a directors' meeting by giving not less than fourteen Days' notice of the meeting (or such lesser notice as all the Board of Management may agree) to the members of the Board of Management or by authorising the Secretary (if any) to give such notice.

18.2. A member of the Board of Management who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

## **19. Quorum for Board of Management Meetings**

19.1. Subject to Article 19.2, the quorum for the transaction of business at a meeting of directors is any four Eligible Directors.

19.2. For the purposes of any meeting (or part of a meeting) held pursuant to Article 24 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in Article 24.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

19.3. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

19.3.1. to appoint further directors; or

19.3.2. to call a general meeting so as to enable the Members to appoint further directors.

## **20. Casting Vote**

20.1. If the numbers of votes for and against a proposal at a meeting of Board of Management are equal, the chairperson or other director chairing the meeting has a casting vote.

## **21. Appointment and Removal of Alternate Directors**

21.1. Any director (other than an alternate director) may appoint as an alternate any other director, or any other Member approved by resolution of the Board of Management and the Region Board from which the Appointer comes, to:

- 21.1.1. exercise that director's powers; and
  - 21.1.2. carry out that director's responsibilities,
  - 21.1.3. in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.
- 21.2. Any appointment or removal of an alternate director must be effected by notice in writing to the Association signed by the Appointor, or in any other manner approved by the directors.
- 21.3. The notice must:
- 21.3.1. identify the proposed alternate; and
  - 21.3.2. in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

## **22. Rights and Responsibilities of Alternate Directors**

- 22.1. An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.
- 22.2. Except as the Articles specify otherwise, alternate directors:
- 22.2.1. are deemed for all purposes to be directors;
  - 22.2.2. are liable for their own acts and omissions;
  - 22.2.3. are subject to the same restrictions as their Appointors; and
  - 22.2.4. are not deemed to be agents of or for their Appointors
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member.
- 22.3. A person who is an alternate director but not a director:
- 22.3.1. may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
  - 22.3.2. may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
  - 22.3.3. shall not be counted as more than one director for the purposes of Articles 22.3.1 and 22.3.2.
- 22.4. A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

- 22.5. An alternate director may be paid expenses and may be indemnified by the Association to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Association for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Association from time to time direct.

## **23. Termination of Alternate Directorship**

- 23.1. An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 23.1.1. when the alternate's Appointor revokes the appointment by notice to the Association in writing specifying when it is to terminate;
  - 23.1.2. on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
  - 23.1.3. on the death of the alternate's Appointor; or
  - 23.1.4. when the alternate director's Appointor ceases to be a director for whatever reason.

## **24. Directors' Conflicts of Interest**

- 24.1. The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 24.2. Any authorisation under this Article 24 shall be effective only if:
- 24.2.1. to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the Board of Management may determine;
  - 24.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - 24.2.3. the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 24.3. Any authorisation of a Conflict under this Article 24 may (whether at the time of giving the authorisation or subsequently):
- 24.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 24.3.2. provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - 24.3.3. provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- 24.3.4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 24.3.5. provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Association) information that is confidential to a third party, he shall not be obliged to disclose that information to the Association, or to use it in relation to the Association's affairs where to do so would amount to a breach of that confidence; and
  - 24.3.6. permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 24.4. Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 24.5. The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 24.6. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Association for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Association in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 24.7. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Association:
- 24.7.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise (directly or indirectly) interested;
  - 24.7.2. shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - 24.7.3. shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - 24.7.4. may act by himself or his firm in a professional capacity for the Association (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
  - 24.7.5. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Association is otherwise (directly or indirectly) interested; and

- 24.7.6. shall not, save as he may otherwise agree, be accountable to the Association for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

## **25. Secretary**

The Board of Management may appoint any person who is willing to act as the secretary of the Association for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Board of Management so decide, appoint a replacement, in each case by a decision of the Board of Management ("**Secretary**").

## **26. Regions and Sections**

- 26.1. The Members shall be organised into five geographic Regions and twenty eight Sections, as follows:

26.1.1. **Scotland & Northern Ireland**

Comprising the Sections: Northern Ireland; Central Scotland; East of Scotland; Highlands & Islands, North East of Scotland; South West of Scotland and West of Scotland

26.1.2. **Northern**

Comprising the Sections: Cleveland; Yorkshire; North East; North West; Sheffield and North Wales

26.1.3. **Central England**

Comprising the Sections: East Midlands; Midland; East of England; Mid Anglia and Berks, Bucks & Oxon

26.1.4. **South East**

Comprising the Sections: East Anglia; Essex; Kent; London; Surrey and Sussex

26.1.5. **South West and South Wales**

Comprising the Sections: Devon & Cornwall; South Coast; South Wales and South West

- 26.2. The Board of Management may amend Regional boundaries as considered necessary from time to time, in agreement with the appropriate Region and affected Sections.

- 26.3. Sections may propose changes to the Section name if they agree it is necessary for clarity or improved recognition. Section names should reflect the geographical area in which they are located.

## **27. Region Boards**

- 27.1. Each Region Board shall be formed from one representative appointed by each of the Sections within the Region. Each Section may also appoint a nominated deputy who may attend Region Board meetings but who shall only vote in the absence of the Section's appointed representative.

- 27.2. Appointments to the Region Board shall take place in December of each year. A notice of vacancy will be issued to all Full members of the relevant Region(s) no less than three

months prior to the appointment date. Interested candidates should submit a note of interest detailing their credentials. The membership of the Section will then be provided with the opportunity to vote for their representative.

### 27.3. **Region Chairperson**

- 27.3.1. The regional board will appoint a chairperson from one of their members ("**Region Chairperson**").
  - 27.3.2. The role of the Region Chairperson is to Chair meetings of the Region. They also have a responsibility to ensure that the Region Board of Management fulfil their obligations and responsibilities and focuses their energies on the achievement of the Associations objectives.
  - 27.3.3. The Region Chairperson has a single vote at Region Board meetings, which should only be utilised in the event of a tied vote as a casting vote.
  - 27.3.4. Sections may appoint a further representative to the Regional Board to represent the Section in addition to the Region Chairperson. For the purposes of a quorum the Region Chairperson may be considered to be representing their Section.
- 27.4. The term of office for Region Board members appointed by Sections will be three years. Each Region Board must agree a rota that ensures that each board member serves a term of office of no more than three years. After completing one term of office, the member can serve a second term of office subject to their appointment being confirmed by the Section. After completing two terms of office on the Region Board, the member must step down and the Section must appoint an alternative candidate to represent their Section on the Region Board. The representatives of each Section must all be Full Members. Terms of office for Region Board members commence on 1<sup>st</sup> January each year.
- 27.5. A former member of a Region Board who has served two consecutive terms of office must spend at least three years out of office before being eligible to serve a further term of office.
- 27.6. The Region Board shall be responsible for the management of their affairs and activities, and shall be an independent unit of the Association that accepts and agrees to operate under and be subject to these Articles. The Region Board will provide support to and oversight of the Sections within their Region.
- 27.7. The Region Board shall appoint a Member from their Region to be their representative to serve on the Association's Board of Management as detailed in Article 17.1.1. and a deputy as detailed in Article 17.2. When a Member is appointed to the Board of Management their term of office on the Region Board is suspended until their term of office on the Board of Management concludes. During this period the member is still a voting member of the Region Board.
- 27.8. Regional board meetings will be arranged on a quarterly basis as a minimum requirement and will only proceed once a quorum of one representative per Section is present.
- 27.9. The Chief Executive Officer shall appoint a Membership Services Manager to coordinate administration within the Region. He/she shall also be responsible for taking minutes of all meetings and keeping records of all financial transactions of the Region. He/she shall prepare the accounts of his/her Region in line with the financial year of the Association.



The accounts are to be audited in such manner as the Board of Management may from time to time determine.

27.10. The Membership Services Manager shall be responsible for submitting the accounts and the Annual Report from the Region Chairperson to the Chief Executive Officer. The Membership Services Manager shall not be a member of the Region Board but shall attend the meetings of the Region Board. He/she shall have no voting rights at such meetings.

27.11. The Region Board has the right, should they wish, to appoint a Member to act as their region president for a one-year term of office ("**Region President**"). Should such an appointment be made, they would fulfil a similar role for the Region at a regional level as the Association President fulfils for the Association at a national level. The procedures for the appointment of this role are detailed in Article 28. The Region President may stand for re-election with no maximum number of terms.

## **28. Roles Within the Association**

28.1. The Association shall have the following positions (of which only the Chairperson shall be a director of the Association): the Patron, President, Vice-President, Chairperson, Guardian and Chief Executive Officer

### **28.2. Patron**

The Patron is the figurehead of the Association and is usually a person in the golf or wider sports industry held in high regard. The Patron may be (but does not have to be) a Member of the Association. The Patron is appointed by the Board of Management. There is no fixed term of office for the Patron, and can be terminated at any time upon mutual agreement or upon resignation or death of the Patron.

### **28.3. President and Vice President**

28.3.1. The position of President of the Association is an ambassadorial role, awarded by the Board of Management to a Member of the Association for their service to the Association, for their high standing and experience in the greenkeeping industry and who is respected widely by the Association's membership.

28.3.2. The Board of Management will make the appointment prior to the Annual General Meeting of the Association each year, and the individual so appointed will then serve one year as Vice-President and a second year as President of the Association. In very exceptional circumstances, the periods of tenure for both positions may be extended at the discretion of the Board of Management.

28.3.3. The President will present a report at the Annual General Meeting as the final act in their year of office.

28.3.4. A member of the Board of Management who is appointed to the position of President shall relinquish their previous position on the Board of Management.

28.3.5. The President and Vice President shall be entitled to attend Board of Management meetings but shall not be entitled to any voting rights.

### **28.4. Chairperson**

28.4.1. The role of the Chairperson is to Chair meetings of the Board of Management and be the line manager for the Chief Executive Officer. He/she also has a

responsibility to ensure that the Board of Management fulfil their legal obligations and responsibilities and ensures the Board focuses their energies on the achievement of the Associations objectives.

28.4.2. The Chairperson has a single vote at Board meetings which should only be utilised in the event of a tied vote as a casting vote.

28.4.3. The Chairperson will chair the Annual General Meeting and any Extraordinary General Meeting(s). If they are unable to attend, the Vice-Chairperson will chair the meeting.

## **28.5. Guardian**

28.5.1. At the Annual General Meeting when necessary, the Members will elect a Guardian who shall be an individual who is conversant with the Articles and their interpretation.

28.5.2. Members wishing to stand for election to the position of Guardian must submit their names, together with a proposer and seconder, to the Chief Executive Officer no later than the 1<sup>st</sup> of November each year. Members that are put forward for election in this fashion will then be interviewed by the Chairperson and Chief Executive Officer to ascertain their knowledge of and familiarity with the Articles and the strategic plan of the Association. The names of those members that can demonstrate suitable knowledge will be put to the membership for election at the following Annual General Meeting.

28.5.3. A Guardian shall have no voting rights and may not hold any other office within the Association. A Guardian may, upon invitation, attend any Annual General Meeting, Extraordinary General Meeting, Board of Management, Region Board meeting to advise upon any matter whatsoever and to assist with the interpretation of the Articles and the Governance Handbook.

28.5.4. The Guardian will serve a two-year term of office and may serve two terms in succession. A former Guardian must spend at least two years out of office before being eligible for appointment for a further term of office. The maximum number of terms that an individual person may serve as a Guardian is four.

28.5.5. It is important that a Guardian is in attendance at all meetings of the Board of Management. Therefore, the Board will appoint a suitable individual to act as Deputy Guardian. The Deputy Guardian will attend meetings in the absence of the Guardian and carry out the same role as the Guardian at those meetings.

## **28.6. Chief Executive Officer**

The Chief Executive Officer is appointed by the Board of Management and is responsible for the day-to-day management of the Association and all its activities, in accordance with the policies and strategies agreed by the Board of Management.

## **29. Alterations to the Articles**

To repeal or amend any of these Article or create new Articles, it shall be necessary that such repeal, alteration or addition by the passing of a special resolution of the Members with voting rights at an Annual General Meeting or Extraordinary General Meeting of the Association.

### **30. Funds of the Association**

- 30.1. The Board of Management shall appoint auditors of the Association ("**Auditors**"). Auditors shall audit all books, vouchers, etc of the Association and certify the Balance Sheet as at the thirtieth day of June each year. No person shall be appointed as an Auditor of the Association unless they are a member of one of the following bodies:
- 30.1.1. The Institute of Chartered Accountants in England and Wales;
  - 30.1.2. The Institute of Chartered Accountants of Scotland;
  - 30.1.3. The Chartered Association of Certified Accountants; or
  - 30.1.4. The Institute of Chartered Accountants in Ireland.
- 30.2. All Regions of the Association shall be financially and fiscally independent and except to the extent provided by Article 27.6 shall not be accountable to the Board of Management of the Association for any funds raised, received or collected and shall be treated as in all respects separate entities for these purposes.
- 30.3. Notwithstanding Article 30.2 all monies received on account of subscriptions, donations and money raising activities, interest on capital and monies from any other source whether received at Board of Management, Region or Section level shall be applied in carrying out the objects of the Association and in paying the expenses of the Association at the appropriate level and according to the Articles.
- 30.4. So much of the funds of the Association whether at Board of Management, Region or Section level as shall not be required for immediate use or to meet the usual accruing liabilities shall be invested in such a manner as the Board of Management, Region or Section as appropriate shall determine.
- 30.5. The Region shall maintain all financial records in good and complete order and ensure that all books, vouchers etc, are available if required.

### **31. Board Members and Officers Liability**

- 31.1. Subject to Article 31.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 31.1.1. each relevant officer shall be indemnified out of the Association's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Association's (or any associated company's) affairs; and
  - 31.1.2. the Association may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 31.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 31.2. This Article 31 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
- 31.3. The directors may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant officer in respect of any relevant loss.
- 31.4. In this Article 31:
- 31.4.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
  - 31.4.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Association, any associated company or any pension fund or employees' share scheme of the Association or associated company; and
  - 31.4.3. a "relevant officer" means any director or other officer or former director or other officer of the Association, but excluding in each case any person engaged by the Association (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## **32. Disputes and Discipline**

- 32.1. If a Member is alleged to have conducted themselves in a manner likely, in the opinion in the first instance of the Region Board, to injure or discredit the character or interests of the Association, or of wilful or persistent violation of the Articles or the Governance Handbook, the Region Board shall have the power, after affording the Member the opportunity of being heard within 28 days of the alleged offence coming to light, to reprimand, suspend or expel the Member.
- 32.2. The Association may terminate the membership of any Member without his/her consent by giving him/her written notice if, in the reasonable opinion of the Board of Management and/or the relevant Region Board:
- 32.2.1. He/she is guilty of conduct which has or is likely to have a serious adverse effect on the Association or bring the Association or any or all of the Members and Board of Management into disrepute; or
  - 32.2.2. He/she has acted or has threatened to act in a manner which is contrary to the interests of the Association as a whole; or
  - 32.2.3. He/she has failed to observe the terms of these Articles and the Governance Handbook.
- 32.3. Following such termination, the Member shall be removed from the Register of Members by the Association Secretary.
- 32.4. The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The Board of Management must consider any representations made by the Member and inform the Member of their decision following such consideration.
- 32.5. A Member whose membership is terminated under this Article shall not be entitled to a refund of any membership fee and shall remain liable to pay to the Association any subscription or other sum owed by him.

- 32.6. In the event of the behaviour or incident by the Member or Members affecting more than one Region, then a dispute committee will be set up comprising at least two members of each Region Board from the Regions affected ("**Dispute Committee**").
- 32.7. Any Member who is a member of the Board of Management (including the President and Vice President) must not attend any meetings of Regions where any Member disciplinary action is being discussed and considered.
- 32.8. To expel such a Member, a resolution must be passed by a majority vote of the Region Board (or Dispute Committee) summoned for that purpose.
- 32.9. The Member is entitled to appeal against the decision of the Region Board (or Dispute Committee) and must do so in writing to the Board of Management through the Chief Executive Officer within seven days from receipt of notification of expulsion.
- 32.10. Appeals will be heard by the Board of Management within 28 days of receipt of the written appeal and will afford the Member the opportunity of being heard at such an appeal hearing. After considering all of the issues, the Board of Management shall have the right to reprimand, suspend or expel the Member, such decision being final.
- 32.11. Any matter not covered by these Articles or the Governance Handbook in force previously approved by the Board of Management shall be considered and a decision determined by the Board of Management whose decision shall be final.

## **DISSOLUTION**

### **33. Dissolution**

- 33.1. Forty days' notice of an Extraordinary General Meeting to discuss dissolution shall be given to all members of all categories by post or email as available, with an invitation to attend and/or send comments in writing, or by email, to the Chief Executive Officer.
- 33.2. Minutes of the Extraordinary General Meeting and the President's Report shall be sent to members of all categories by post, or email as available, not less than 30 days after the Extraordinary General Meeting.
- 33.3. On the winding-up or dissolution of the Association, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise):
- 33.3.1. with objects similar to those of the Association; and
- 33.3.2. which shall prohibit the distribution of its or their income to its or their members, such body to be determined by the Members at the time of winding-up or dissolution.