

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

THE ENGLISH ASSOCIATION OF SNOOKER AND BILLIARDS LIMITED

1. The Company's name shall be The English Association of Snooker And Billiards Limited (hereinafter called "the Company").
2. The Company's registered office is to be situated in England and Wales.
3. The objectives of the Company shall be:-
 - (a) to foster, encourage, promote and develop the games of snooker and billiards (hereafter together called "the Game");
 - (b) to act as the governing body for the Game in England;
 - (c) to promote and organise or assist in promoting and organising as well as managing and sanctioning snooker and billiards tournaments including championships and competitions and other events as may be deemed appropriate or desirable;
 - (d) to govern snooker and billiards tournaments of whatever nature held in England under the auspices of the Company or under the rules of the Game; to approve and regulate the dates and arrangements for the same; and the right to call for and approve the Rules and Regulations under which any said tournament shall be held;
 - (e) to arrange for international matches and representation at international events and to select teams and individuals to represent England therein;
 - (f) to control, sanction and where necessary promote television and the media in all their aspects in regard to the Game in England and to permit individual tournament committees, clubs and other organisations to arrange for the televising or broadcasting of events taking place under their management or control on such terms as the Company may from time to time determine and to take such steps as may be open to the Company to retain and/or acquire any intellectual property in or relating to the Game in England which the law may provide;
 - (g) generally to advance and safeguard the interests of the Game in England and those of the Company and to do all such acts and things as may from time to time be deemed necessary or expedient for or in connection with the Game in England and the Company.
4. The Company shall have without prejudice to the generality of the foregoing, power to do all such lawful things as will further the foregoing objectives and in particular, but not otherwise:-
 - (a) to obtain, collect and receive money and funds by way of contributions, subscriptions, affiliation fees, donations, legacies, awards, grants, covenants or by organising functions or events or by any other lawful method and to accept and receive gifts of property of any description (whether subject to any special trust or not);

- (b) to decide all doubtful and disputed points arising within England in connection with the Game, the rules of snooker and billiards, and the regulations for the management of snooker and billiard tournaments and to affiliate to such international snooker and billiards federation and other bodies as the Board of Directors might deem appropriate.
- (c) to make, vary, alter, maintain and enforce bye-laws and regulations for the control and governance of the Game in England and the carrying through of the codes of conduct, codes of ethics, disciplinary procedures and the anti-doping programme and rules of the Company or as may be set out or referred to in the Rules of the World Snooker Association or the International Billiards and Snooker Federation or otherwise as appropriate, from time to time in force;
- (d) to encourage those recognised as coaches, teachers, officials and referees;
- (e) to co-operate with education authorities, universities and generally the tertiary education system in the promotion of the Game and of appropriate courses for players, coaches, teachers, referees and officials;
- (f) to print, publish, issue, circulate and commission papers, periodicals, books, circulars and other literary works and to commission or make films or video tapes, wall charts and other forms of visual aid in connection with the Game;
- (g) to institute, establish, contribute towards and administer scholarships, bursaries, grants, awards and other benefactors;
- (h) to promote and encourage research and to collect and publish and procure the publication of the useful results thereof;
- (i) to lay out, manage, equip maintain or assist in the laying out, management, equipment and maintenance of facilities for the playing of the Game or those used for the teaching or coaching of the Game or any short form thereof;
- (j) to purchase lease or by any other means to acquire interests in or take options over any property whatever, and any rights or privileges of any kind over in respect of any property;
- (k) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- (l) to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections, concessions and generally intellectual property or rights and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- (m) to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- (n) to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts

of indemnity and surety-ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);

- (o) to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- (p) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- (q) to apply for, promote, and obtain any Act of Parliament, order or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for affecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- (r) to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges and concessions;
- (s) to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority (supreme, municipal, local or otherwise) in any part of the world;
- (t) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;
- (u) to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property of business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- (v) to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit and in particular for shares, debentures, or securities of any company purchasing the same;

- (w) to act as agents or brokers and as trustees for any person, firm or company or in any appropriate manner, and to undertake and perform sub-contracts;
 - (x) to remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependents; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained;
 - (y) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company;
 - (z) to support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business;
 - (aa) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act.
 - (bb) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise, and either alone or in conjunction with others.
 - (cc) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
5. None of the objects set forth in any sub-clause of Clause 3 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
6. None of the sub-clauses of Clause 3 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of Clause 3 as though each sub-clause contained the objects of a separate Company.

7. The word "company" in Clauses 3 and 4, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
8. In this Memorandum the expression "the Act" means the Companies Act 1985, but so that any reference in this Memorandum to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
9. The income and the property of the Company shall be applied solely towards the promotion of the objectives set forth in this Memorandum. No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or profit share to any Member of the Company.
10. The liability of the Members is limited.
11. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member for payment of the Company's debts and liabilities 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.
12. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever it shall not be paid to or distributed among the Members of the Company but given or transferred to some other body having objectives similar to the objectives of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company by virtue of Clause 5 hereof such body to be determined by the Members of the Company at or before the time of dissolution.

COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION FOR

THE ENGLISH ASSOCIATION OF SNOOKER AND BILLIARDS LIMITED

PRELIMINARY

1. Subject to the Articles hereinafter contained and the modifications hereinafter expressed the regulations contained in the Companies (Tables A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 and as further amended by the Companies Act 1985 (Electronic Communications) Order 2000 shall constitute the Articles of Association of the Company. Said regulations are hereinafter referred to as "Table A".
2. Regulations 2-35 inclusive, 54, 55, 57, 59, 102 - 108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Company.

INTERPRETATION

3. In Regulation 1 of Table A the definition of "the holder" shall be omitted. Unless the context otherwise requires the singular shall include the plural, the masculine shall include the feminine and bodies corporate and unincorporated. Subject as aforesaid any words or expressions defined in the Companies Act shall if not inconsistent with the subject or context bear the same meaning in these Articles.
4. In these Articles "the Game" shall mean the games of snooker and billiards.

MEMBERSHIP

5. The Subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in the manner hereinafter stated shall be the members of the Company. No person shall be admitted as a member of the Company unless he is approved by the Board.

5.1 The classes of membership as at the date of adoption of these Articles shall be as follows:-

5.1.1 Individual members ("Individual Members") - within the class of Individual Members there shall be the following three categories and only Individual Members shall be entitled to attend and vote at general meetings of the Company:-

- a) Individual player members - individual player membership shall be open to any individual with an interest in the Game who wishes to support the objectives of the Company, receive the benefits of membership, have the right to vote at general meetings and be bound by the guarantee set out in clause 11 of the Memorandum;
- b) Individual referee members - individual referee membership shall be open to any individual who is recognised by the Company as a qualified referee; and

- c) Individual coach members - individual coach membership shall be open to any individual who is recognised by the Company as a qualified coach.
- 5.1.2 Affiliate members ("Affiliate Members") - within the class of Affiliate Members there shall be the following categories:-
- a) Honorary members - honorary membership shall be open to those who are or have been members of the Company or its predecessor associations and who in view of their long and distinguished service to the sport are recommended by the Board for admission to this category of membership and thus approved at a subsequent Annual General Meeting;
 - b) Junior members - junior membership shall be open to persons under the age of 18;
 - c) Interested body membership - interested bodies such as referees or coaches associations which are properly constituted, formed for the interest of collective concern between, for instance, coaches or referees, on application and submission of a copy of their constitution to the Board in addition to the payment of the appropriate subscription may be accepted into this class of membership; and
 - d) Club members - club membership shall be open to commercial snooker clubs and members' social clubs and institutions who wish to be associated with the Company for the purpose of hosting tournaments and who have submitted a copy of their constitution if applicable to the Board (in addition to payment of the appropriate subscription).
- 5.2 The Board may at any time and at its discretion by the creation and amendment of the Rules create new categories of membership and vary the foregoing categories.
- 5.3 None of the foregoing categories of Affiliate Membership shall be members of the Company as defined in and for the purposes of the Companies Act 1985 and accordingly Affiliate Membership shall not carry the right to attend or vote at general meetings of the Company nor shall Affiliate Members in any way be subject in that capacity to the liabilities of full membership of the Company except that any individual concerned with an interested body membership who is also an individual member at the time of any General Meeting shall be allowed to attend and vote in that latter capacity.
- 5.4 Admission to membership - all applicants for membership shall be required to complete and sign the application for membership form provided by the Board of the Company. Further where the application form is signed on behalf of an interested body the person signing the application form on behalf of the interested body agrees that all members of that body shall be deemed to be and be in fact bound by the Memorandum, Articles and Rules of the Company as well as more particularly agreeing to accept the policies, rules and conditions in relation to admission to membership and the payment of fees in general and the whole terms of these Articles, the Rules and any bye-laws, rules or regulations, codes of ethics or conduct made in consequence of the powers granted herein.
- 5.5 Members' subscriptions - the policy, rules and conditions for admission to membership and the fees and subscriptions for membership shall be as fixed by the Board from time to time. New applications for individual membership must be

accompanied by the appropriate annual membership fee. All applications for any interested body must be submitted to the Board accompanied by any relevant information in support of such application.

- 5.6 In all cases however the decision of the Board on applications for membership, renewal of membership and decisions on whether or not they should be accepted shall be the sole responsibility of the board and in the event that application is refused the Board shall not be under obligation to assign any reason for such refusal.
- 5.7 A member will cease to be a member (whether an Individual Member or an Affiliate Member or otherwise):
 - 5.7.1 Subject to Article 5.8, if he resigns by giving notice to the Company;
 - 5.7.2 If an individual, upon death, or if he becomes of unsound mind;
 - 5.7.3 If he fails to renew his subscription within one month of the due date for renewal;
 - 5.7.4 If, in the case of an interested body, if that interested body fails to ensure to the reasonable satisfaction of the Board that its members, officers and employees comply with the Memorandum, Articles and Rules of the Company;
 - 5.7.5 If he is removed from the membership in accordance with any Rules established pursuant to Article 19.
- 5.8 Notice of retirement or resignation from membership of the Company or from any of its committees or sub-committees is to be intimated in writing to the Secretary of the Company. Where possible the reason for doing so should be given and the date from which it is intended the retirement or resignation should take effect. No Individual Member may retire or resign if such retirement or resignation would result in there being less than 2 Individual Members.
- 5.9 Membership fees for the full year in which the member retires or resigns or otherwise ceases to be a member will be payable and no member shall be entitled to any refund of subscription or membership fee on ceasing to be a member. Membership of the Company is not transferable.

RULES OF THE GAME

6. The official rules of snooker and billiards as adopted by the World Professional Billiards and Snooker Association shall be binding on the Company and all members in England.

ADMINISTRATION

7. General Meetings
 - 7.1 The Annual General Meeting of the Company shall be held in each year at such time and place as the Board shall determine. The business of the Annual General Meeting shall be to receive the report of the Board, the Financial Statements, and to elect the Directors and the Auditor for the ensuing year as well as to consider resolution(s) of which due notice has been given.

- 7.2 The Chairman shall take the Chair and failing him any Director who is appointed by the meeting except the Secretary. If there be no Director present willing to take the Chair the meeting shall elect its own chairman from amongst the voting members present. The Chairman shall have a deliberative as well as a casting vote at all general meetings. Regulation 42 shall not apply.
- 7.3 The terms of any Resolution or Resolutions to be proposed by the Individual Members at any Annual General Meeting must be communicated in writing before the thirtieth day of June in each year to the Secretary of the Company by a minimum of 10% of the Individual Members of the Company.
- 7.4 At least twenty one days notice of an Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director and fourteen days notice of any other Extraordinary General Meeting, in each case stating the business to be considered and any Resolutions to be proposed, shall be sent to the Directors, Auditor and all Individual Members. At an Extraordinary General Meeting no business shall be considered other than that of which notice has been given. Such notice shall in each case specify the time and place of the meeting and, in the case of an Annual General Meeting, shall specify the meeting as such, and shall also include details of any person (other than a Director retiring by rotation at such meeting) who is recommended by the Directors for appointment or re-appointment as a Director at the meeting or in respect of who notice has duly been given to the Company of the intention to propose him at the meeting for appointment or re-appointment as a Director. The notice shall give the particulars of that person which would if they were so appointed or re-appointed be required to be included in the Company's Register of Members. Regulation 38 shall not apply.
- 7.5 Regulation 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.
- 7.6 Regulation 46 in Table A shall be read and construed as if paragraph (d) were omitted therefrom.
- 7.7 An Individual Member may appoint a proxy to attend general meetings and to vote in his place. The proxy form must be in writing in the form set out in Article 7.9 or as near to that form as possible, and signed by the member or another person under a power of attorney granted by that member. Such proxy form must specify that where no express instruction whether to vote for or against a resolution is given then the proxy is instructed to abstain from voting on behalf of that Individual Member. Such Individual Member may not instruct the proxy to vote at his or any other person's discretion.
- 7.8 All votes taken at general meetings shall be taken by way of poll and on a poll every Individual Member present in person or by proxy shall have one vote.
- 7.9 The proxy form referred to in Article 7.7 is as follows:
- 'The English Association for Snooker and Billiards Limited
I, *[name]*
of *[address]*
being a member of the above Company, appoint

the Chairman of the meeting referred to below

as my proxy to vote for me on my behalf at the Annual/Extraordinary* General Meeting of the Company to be held on *[date]* and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed:

Dated:.....

This form is to be used in favour of or against the resolutions to be proposed as specified below. Where no such express instruction is given the proxy is instructed to abstain from exercising my vote either for or against the relevant resolution.

* Delete as appropriate'

7.10 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote. Regulation 62 shall apply.

7.11 Regulations 60-61 shall not apply.

DIRECTORS

8. The Directors have control over all the affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by the Memorandum of Association of the Company and these Articles, or by any Rules made pursuant to Article 19.

8.1 Unless otherwise determined by Ordinary Resolution the number of directors shall not be less than four but shall not be subject to any maximum..

8.2 At every subsequent Annual General Meeting following adoption of these Articles one third of the Directors who are subject to retirement by rotation or if their number is not three or a multiple of three the number nearest to one third shall retire from office; but if there is one Director who is subject to retirement by rotation he shall retire. Regulations 73-80 shall not apply.

8.3 Subject to the provisions of the Act the Directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment but as between persons who become or were last re-appointed Directors on the same day those who retired shall (unless they otherwise agree among themselves) be determined by lot.

8.4 If the Company at the meeting at which a Director retires by rotation does not fill the vacancy, the retiring Director shall if willing to act be deemed to have been re-appointed unless at the meeting it was resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost. In any event no Director shall be allowed to serve a term as Director in excess of six years.

- 8.5 Any Ordinary Resolution for the appointment of a Director shall be in the form of a for or against resolution, in which the voting members shall have the opportunity to vote for or against the appointment of the relevant individual as a Director.
- 8.6 Where Ordinary Resolutions shall be passed in favour of the appointment of more individuals to the office of Director than there are then relevant vacancies for Directors, individuals shall be appointed as Directors in order of the number of votes cast in their favour, the individual with the most votes in favour of his appointment as a Director to be appointed first, until all the relevant vacancies are filled.
- 8.7 In the circumstances of an equality of votes between any number of individuals to be appointed in accordance with Articles 8.6 and 8.7 the Chairman shall have casting votes for the purposes of deciding such deadlock.
- 8.8 No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director unless there shall have been left at the registered office written notice signed by any two Individual Members of the Company proposing such person for election and also written notice signed by that person of his willingness to stand for election. Any such notice shall be left at the Registered Office of the Company on or before the 30th day of June for the following Annual General Meeting.
- 8.9 Subject as aforesaid the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which additional Directors are to retire.
- 8.10 The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following Annual General Meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not re-appointed at such Annual General Meeting he shall vacate office at the conclusion thereof.
- 8.11 The Board may delegate any of its powers to committees consisting of such Directors, members of the Company and others as it thinks fit: in the exercise of the delegated powers any committee must conform to any regulations which may be imposed by the Directors or by Rules made pursuant to Article 19.
- 8.12 The words "of any class of shares or" shall be omitted from Regulation 83 of Table A.

PROCEEDINGS OF DIRECTORS

9. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 in Table A shall be modified accordingly. The last sentence of Regulation 88 of Table A shall not apply to the Company.
10. In paragraph (c) of Regulation 94 of Table A the word "debentures" shall be substituted for the words "shares debentures or other securities" in both places where they occur.
11. The quorum for the transaction of the business of the Directors shall be four Directors. Regulation 89 of Table A shall not apply to the Company.

12. The Chairman shall be chairman of the Board and shall preside at every meeting of the Directors at which he is present. If he is not present the Directors present may appoint one of their number to be chairman of the Meeting. Regulation 91 of Table A shall not apply to the Company.
13. Directors may participate in and vote at a meeting of the Board by means of conference communications equipment, whereby all the members of the Board participating in the meeting can see and hear each other..
14. Regulation 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

FINANCE

15. The Accounting Reference Date of the Company shall be the 30th June in each year but subject to the approval of the Company in General Meeting and to the provisions of the Act the Board may alter the Accounting Reference Date and make the necessary consequential amendments to the Articles of the Company with respect to the date of payment of the annual fees subscriptions and contributions.
16. The rates of fees, subscriptions, contributions and any other levies and tournament fees payable to the Company as may be appropriately determined in accordance with these Articles shall be due and payable by 31st July in each year or by the specified closing date.

MEMBERS AND DISCIPLINE

17. The Directors shall have the power to regulate the conduct of the Game and of players of the Game, pursuant to Rules made in accordance with Article 19 governing the conduct of members. Such Rules may, without limitation, govern such matters as:
 - 17.1 The compliance of players with the conditions of entry and code of conduct of events;
 - 17.2 The use of drugs and doping and the testing for such (such Rules to be made in compliance with WADA's Anti Doping Code and/or the UK Sports Council Statement of Anti Doping Policy);
 - 17.3 The eligibility and availability of players who have been selected to represent their country;
 - 17.4 The prohibition of any act or practice by members (including Affiliate Members) which in the opinion of the Board is or was detrimental to the interests of the Game and the infliction of appropriate penalties;
 - 17.5 The conduct of all disciplinary matters with respect to members (including Affiliate Members).

NOTICES

18. The second sentence of Regulation 112 of Table A shall be omitted. The words "or the holders of any class or shares in the Company" shall be omitted from Regulation 113 of Table A.

RULES

19. The Directors may establish Rules for any purpose required from time to time for the effective operation of the Company or the furtherance of its objects, including without

limitation (i) the levying of annual subscriptions or membership fees; (ii) the variation of existing and the creation of new categories of members; (iii) the grounds on which membership may be terminated and (iv) the conduct of the Game and of players of the Game provided that if there is a conflict between the terms of these Articles or the Memorandum of Association of the Company and any Rules established under this Article, the terms of the Memorandum and Articles will prevail.

INDEMNITY

20. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 114 or Section 727 of the Act in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect so far as its provisions are not avoided by Section 310 of the Act.

20.1 Regulation 118 in Table A shall not apply to the Company.