CLUB CONSTITUTION comprising

TRUST PROVISIONS IN CONVEYANCE TO TRUSTEES Dated 25th. January 1968

Note. The Trust Provisions form the First Schedule to a Conveyance dated 25th. January 1968 made between Ebbisham Sports Club Ltd. (In liquidation) of the first part Victor Williams Denyer (the Liquidator) of the second part and Basil Weir Gow, Wm. Hy. Jarvis Parish, and Sidney Rowland Smith (The Trustees) of the third part, by which the Club premises were conveyed to the Trustees upon the trusts and subject to the provisions of the First Schedule.

TRUST PROVISIONS IN CONVEYANCE TO TRUSTEES

1. The property hereby conveyed (herein call "the Trust Property") shall be held upon trust for a sports club and recreational centre in such manner as the Trustees for the time being and the Committee of Management hereinafter referred to from tome to time shall think fit.

2. The general management and control of the Trust Property and the arrangements for its use shall be vested in a Committee of Management (hereinafter called "the Committee") of which the Trustees for the time being shall be permanent members

   (a) Seven elected members of the Committee shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year.

   (b) Two representative members of the committee shall be appointed by each of such appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisation to the Secretary of the Committee. They shall, except in the case of such members appointed to fill casual vacancies, be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year.

   (c) The Committee shall have the power to co-opt not more than five members to hold office until the end of the Annual General Meeting following their co-option.

   (d) Any competent member of the Committee may be re-appointed or re-elected.

   (e) The elected or representative members referred to may include one or more Trustees for the time being.

3. The Committee at their first meeting each year after the annual General Meeting shall elect one of their number to be Chairman of their meetings and may elect one of their number to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in office until their successors are respectively elected.

   If the Chairman is absent form any meeting the Vice-Chairman (if any) shall preside otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting.

4. There shall be an Annual General Meeting to be convened by the Committee in the month of November in each year the first of such meetings (heroin call "First General Meeting") to be convened in the month of November One Thousand Nine Hundred and Sixty-seven by twenty-one days notice to be affixed to some conspicuous part of the Trust Property and/or by notice in writing to all club members for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignations of members of the Committee and for the purpose of electing seven members of the Committee under Clause 2 hereof and for taking such action as it may decide under Clause 7 hereof provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of November the Annual General Meeting for that year shall be held as soon as practicable after the month of November.

5. The Committee shall have the power by resolution of the Committee passed at a meeting at which not less than two-thirds of all the members of the Committee vote in favour of the resolution allow any existing organisation not mentioned in the Second Schedule hereto and any other organisations which may hereafter be formed having aims of a recreational character consistent with those upon which the Trust Property is held hereunder to appoint an additional member of the Committee in the same manner as if such organisation had been mentioned in the Second Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 2 hereof may be increased.

6. A casual vacancy arising from the death or resignation or removal of an appointed member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person so appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death, resignation or removal of a member of the Committee elected by the Annual General Meeting the Committee shall have the power to fill such vacancy until the next Annual General Meeting. All members shall retire annually at the Annual General Meeting.

7. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled.

8. The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any member.

9. The Committee may from time to time make and alter Rules for the conduct of its business and for the summoning conduct and recording in a Minute Book of its meetings and in particular with reference to:-

   (a) The terms and conditions upon which the Trust Property may be used for sporting events, entertainments, meetings, social gatherings and other purposes and the sum (if any) to be paid for such use.

   (b) The appointment of an Auditor, Treasurer and such other unpaid officers as it may consider necessary and the fixing of their respective terms of office.

   (c) The engagement and dismissal of such paid officers and servants for the Trust Property as it may consider necessary.

   (d) The number of members who shall form a quorum at its meetings provided that the number of members who shall form a quorum shall never be less than a third of the total number of members of the Committee.

10. All payments in respect of the use of the Trust Property and all donations for the benefit thereof shall be paid into a Trust Account at the National Provincial Bank at Epsom Surrey or at such other Bank as shall from time to time by substituted by the Committee such substitution to be endorsed upon this Trust Deed with a copy of the resolution relating thereto.

11. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in maintaining repairing and insuring the Trust Property and the buildings and effects thereof and in paying rent, taxes, salaries, wages, rates and other outgoings and in providing equipment and means of recreation and otherwise for the maintenance and improvement of the Trust Property.

12. The Committee may upon the vote of a majority of its members which must include the unanimous vote of the Trustees for the time being from time to time by mortgage or otherwise obtain such advances on the security of the Trust Property or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried on thereon and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the said property.

13. If the Committee by a majority (including the unanimous vote of the Trustees for the time being) decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes hereinbefore indicated it shall call a Meeting of the club members of which Meeting not less than twenty days notice (stating the terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Property and/or notified in writing to all club members and if such decision shall be confirmed by majority of such club members present at such Meeting and voting the Committee may with the unanimous approval of the Trustees as aforesaid let or sell the Trust Property or any part thereof All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall be applied either in the purchase of other property approved by the Committee and held upon trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit.

14. If any Rules made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

THE SECOND SCHEDULE

ORGANISATIONS

The Ebbisham Badminton Club
The Ebbisham Hard Court Tennis Club
The Ebbisham Squash Club
The Ebbisham Social Club

N.B The Trustees are:-
B.W. Gow Esq.
S.R. Smith Esq.
W.H.J. Parish Esq.