RULES OF

WORCESTER R.F.C. LIMITED

Registered Society under the Co-operative and Community Benefit Societies Act 2014.'

I NAME, OBJECTS & POWERS

1. NAME

The Society shall be called the "Worcester R.F.C. Limited".

2. DEFINITIONS

Except where the context otherwise permits or requires, the words and expressions listed in the Schedule of Definitions set out in Rule 34 shall bear the meanings given to them therein.

3. OBJECTS

The objects of the Club shall be:

3.1 To promote, encourage and foster community participation the Game at all levels in the area of the Ground and the surrounding areas.

3.2 To promote, encourage and foster the Game for the benefit of the Members including (but not limited to) the coaching thereof at all levels.

3.3 To ensure that the Game is played in accordance with the Laws of the Game and is administered in accordance with the IRFB Regulations and the Rules of the Union.

3.4 To undertake such matches and fixtures and other activities as the Committee may decide.

3.5 To maintain and develop the Ground at Weston's Field, Offerton Lane, Hindlip, Worcester or such other location as the Committee may from time to time determine as the headquarters of the Club and as a venue for playing the game and conducting the other activities of the Club so as to provide the best possible facilities for Members and those visiting the Ground.

3.6 To strengthen the bonds between the Club and the local community in the areas surrounding the Club.

4. POWERS OF THE CLUB

4.1 To further its objects the Club shall have the power to do all such things as are incidental or conducive to the objects of the Club including (but not limited to) all or any of the following: Either directly or indirectly to employ, invest and deal with the assets and funds of the Club for the objects of the Club in such manner as shall be considered by the Committee to be expedient, and to do all such other acts and things and carry on all such other activities (including (but not limited to) leasing, subleasing, releasing, renting, acquiring, altering, erecting, holding, selling, improving, developing, repairing, hiring, lending with or without security or otherwise dealing with real and personal property of any kind) as shall be considered by the Committee to be necessary or expedient for the purposes of the Club or the advancement of its interests.

4.2 To raise or borrow money for the purposes of or in connection with the activities of the Club or any of them as the Committee thinks fit in accordance with the following provisions:

4.2.1 Any sum or sums raised or borrowed may be on mortgage, charge, bonds or debentures of all or any of the funds or property of the club whether or not including any floating charge of the whole or part of the undertaking property and assets of the Club both present and future.

4.2.2 At the time of any borrowing the sum of the amount then remaining undischarged of monies borrowed and of the amount of the proposed borrowing shall not exceed £100,000 (one hundred thousand pounds) or such sum as the Members in General Meeting may from time to time determine.

4.2.3 The rate of interest payable at the time the terms of borrowing are agreed on any money borrowed shall not exceed the rate of interest which in the opinion of the committee represents the market rate of interest for borrowing of similar amount and on similar terms prevailing at that time except that in the case of a mortgage loan the Committee may delegate the determination of the interest rate within specified limits to an Officer, Committee Member or Sub-Committee.

4.2.4 The Committee may determine from time to time (subject to Rules 4.2.1, 4.2.2 and 4.2.3) the terms and conditions upon which money is raised or borrowed or security is issued and may vary such terms and conditions.

4.2.5 No person lending money to the Club shall be concerned to see or enquire whether either of the limits imposed by Rule 4.2.2 or Rule 4.2.3 is exceeded at the time of the borrowing or issue and if either or both of such limits were to be exceeded no borrowing incurred in excess of such limits shall be invalid unless such person had received express notice to this effect at the time of borrowing.

4.3 To give any security or securities whether by way of mortgage or otherwise for the performance of any contracts or any debts, liabilities or obligations of the Club or any of its subsidiaries or other persons or corporations in whose business or undertaking the Club is interested, or to whom or in respect of whom the Club has given any personal covenant, guarantee or indemnity, whether directly or indirectly, and collaterally or further to secure any obligation of whatever nature of the Club by a trust deed or other assurance.

4.4 To accept and grant sponsorship and franchises and make such arrangements in connection therewith as the Committee shall think fit.

4.5 To apply for and hold any licences, consents, certificates, permissions and approvals that may be required for or in connection with the activities of the Club and (among other things) to provide catering and such other facilities as the Committee shall consider desirable.

4.6 To invite, receive and make donations for or otherwise promote or assist in the development or continuance of facilities for, or the prestige of, the Game or any other sport or recreation.

4.7 To support (whether by direct subscription, the giving of guarantees or otherwise) community amateur sports club or any charitable, benevolent or educational fund, institution or organization, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the Committee, directly or indirectly benefit, or is calculated so to benefit, the Club or its activities or its employees, ex-employees, players, former players or their dependants.

4.8 To promote, arrange and organize competitions and entertainments in connection with the Game and any other sport or recreation.

4.9 To engage such officials and employees upon such terms and at such remuneration as the Committee may deem appropriate, and to dismiss or retire any of them as may be necessary.

4.10 To provide pensions, insurances and other benefits to employees or former employees of the Club or the dependants and relatives of any such persons and to establish and maintain

or concur in establishing and maintaining trusts, funds, schemes or other arrangements (whether contributory or non-contributory) with a view to providing such benefits including (but not limited) to retirement benefits and/or life assurance schemes.

4.11 To maintain bank accounts in credit or overdrawn on such terms as the Committee shall think fit including the giving of guarantees and indemnities in respect of direct debits and other money transmission or collection systems whether pursuant to Rule 14.5 or otherwise.

4.12 To pass such resolutions, regulations and instructions which shall be binding on all Members as are considered necessary for the better management, organization, administration and regulation of the Club.

4.13 To settle, conduct, enforce or resist either in a court of law or by arbitration any suit, debt, liability or claim by or against the Club.

5. LIMITS ON POWERS

5.1 Exercise of the powers contained in rule 4 shall notwithstanding any other provision of these rules be subject to the following restrictions and limitations:

5.1.1 The Club shall not enter into any agreement with a member for the supply of goods or services to the Club unless such agreement is on arm's length terms and has been approved at a meeting with the Committee without the member concerned being present; and

5.1.2 engagement by the Club of any official or employee who is also a member shall be on arm's length terms and approved at a meeting of the Committee without the member concerned being present; and

5.1.3 the Club shall not make any payments to members for playing the game.

II MEMBERSHIP

6. MEMBERS

6.1 The members of the Club shall be persons whose names are for the time being entered in the register of members. Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; of age, sex or disability accept as a necessary consequence of the requirements of the game as a sport. The Club's facilities shall be available to members without discrimination.

6.2 The Committee may (subject to the provisions of Rule 6) offer such categories of membership of the Club with such qualifications, application procedures[1] and conditions, duties and privileges[2], subscriptions[3] and in such numbers as it may from time to time decide but always on the basis that every Member shall have one vote. Details of categories, qualifications, application procedures and conditions, duties and shall be kept by the Honorary Secretary and shall be available for Members at all reasonable times.[4]

6.3 Details of any entrance fee and the subscription payable by each category of membership as determined under Rule 16 shall be kept as in Rule 6.2 by the Honorary Secretary.[5]

6.4 The Committee shall have the power to admit to membership any person in accordance with the application procedures and conditions for the time being applicable under rule 6.2 but membership of the Club shall be open to all without discrimination including for the avoidance of doubt discrimination on the grounds of attainment of a certain standard of performance. The Club may refuse membership or expel from membership only for good and sufficient cause, or where the membership or continued membership of the person concerned would be likely to be contrary to the best interests of the game or the good conduct and interests of the Club.

6.5 The Committee may elect (subject to confirmation at the next following Annual General Meeting of the Club) as a Life Member of the Club any person, whether an existing Member or not, whose membership whether for services to the Club, to the Game or for any other reason the Committee considers to be especially desirable in the interests of the Club. A Life Member shall be a Member with all the rights duties and privileges of membership of the Club but without any obligation to pay any entrance fee or subscription. The Committee shall have power to terminate the life membership of any person at any time if it considers such action to be in the interests of the Club so to do.

6.6 No person may be accepted as a candidate for membership under the age of eighteen years and the purported admission of a person under the age of eighteen years shall be void.

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[1] 2021-The full policy and procedure is set out in a document entitled "Membership and Subscription Policy" on the website. The application procedure is also available there under "Membership Application Procedure

[2] 2021-The current privileges of membership are set out in a document entitled "Members Benefits and Privileges" on the website.

[3] 2021- The subscriptions are usually reviewed bi-annually, and members will be notified accordingly. The current subscriptions are set out in a document entitled "Membership Categories and Fees" on the website.

[4] All of the collective information is also available on the website

[5] All of the collective information is also available on the website

6.7 The Committee shall have power to create a class of persons called Mini and/or juniors or with such other title as the Committee may decide using as criteria age, ticket holding or otherwise as it shall think fit. Such persons shall not be Members within these Rules and they shall have such rights, privileges and obligations as the Committee shall decide. Any person recognized in this class shall cease to be entitled to such recognition on attaining the age of eighteen years.

6.8 It shall be the duty of every Member to keep the information on GMS up to date as this combined information completes the Register of Members. All notices and letters dispatched by ~~post~~ email to a Member at the electronic address registered in the Register of Members (which shall be conclusive proof thereof) shall be deemed to have been properly delivered pursuant to Rule 30.

6.9 A Member may resign from the Club at any time by giving to the Club notification of the intention so to do provided that the Member shall remain liable for all monies then due and owing to the Club.

6.10 The President, Chairman, Honorary Secretary or any person appointed by either of them shall have the power to order the withdrawal from the Ground of any Member who is in breach of any of these Rules, any Regulation or any Rule or Regulation of the Union which is applicable to the Ground or its use by Members[6] or who otherwise is, in the opinion of the President, Chairman, Honorary Secretary or their appointee or appointees, guilty of misconduct.

6.11 The Committee shall have power to terminate or suspend for such period as it thinks fit the membership of or to reprimand a Member for any infringement of these Rules,[7] any Regulations, the Rules or Regulations of the Union, the Laws of the Game or the IRFB Regulations or for any conduct prejudicial to the interests of the Club or the Game.

6.12 A Member shall cease to be a Member:

6.12.1 on resignation.

[6] 2021-All ground regulations are available on the Clubs website.

[7] 2021- The Club believes that the GMS Systems is crucial to maintain its Statutory requirements, comply with General Data Protection Regulation (GDPR) to effectively and efficiently enable the Club to communicate with all members; to maintain the health and welfare of its members and players. Registration and continued maintenance of personnel information is therefore an important objective to maintain

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6.12.2 on termination of membership by the Committee.

6.12.2 on death.

6.13 On failing to pay the annual subscription when it falls due and after and after reasonable reminders have been given.[8]

6.14 By terminating or allowing to be terminated his membership of GMS.

7. SHARE CAPITAL

7.1 The capital of the Club shall consist of shares of the value of five pence each.

7.2 Every Member of whatever category shall hold one share and no more in the capital of the Club. No person who is not a Member shall be issued with a share.

7.4 Any Member admitted to membership after the date on which these Rules take effect shall be allotted one share on admission and five pence of the first subscription paid by such Member shall be applied in paying up the same in full.

7.5 In the case of a share allotted to an Honorary Member either upon these Rules taking effect or upon admission to membership thereafter pursuant to Rule 6.5 such share shall be credited as fully paid by way of a capitalization of any profits of the reserves of the Club and the Committee shall have power to take all steps necessary to give effect to this Rule.

7.6 No share shall be held jointly, be withdrawable or be transferable by any Member and no interest, divided or bonus shall be payable on any share. Any Member transferring or attempting to transfer a share or any interest therein or any rights associated therewith shall, if the Committee so decides to be deemed to have resigned from the Club as from the date of such transfer or attempted transfer.

7.7 The share of a Member shall be forfeited to the Club when that Member for whatever reason ceases to be a Member and any amount then due to the Member in respect of such share shall thereupon become the property of the Club.

7.8 The Club shall not be required to issue a certificate to any member in respect of the share allotted to that Member.

[8] 2021- Subscriptions are normally due on 1st July in anyone year for both Patrons and Players. The management will usually send two reminders by email to the email recorded on GMS. Mini/Junior subscriptions are generally due by 1st October. The Clubs policy on payment and maintenance of subscription is set out in the Membership Information and associated documents on the website.

III. GENERAL MEETINGS

8. GENERAL MEETINGS

8.1 All General Meetings shall be held at the Ground or elsewhere as the Committee may determine and any such meeting other than an Annual General Meeting shall be called an Extraordinary General Meeting.

8.2 The Chairman of all such meetings shall be the Chairman of the Club or if unavailable the Vice Chairman or if unavailable a Member of the Committee appointed at the Meeting concerned to take the Chair for that Meeting.

8.3 Every Member shall be entitled to attend and vote at any General Meeting. The procedure for the casting of votes shall be determined by the Chairman of the Meeting.

8.4 The quorum at any General Meeting shall be 15 Members.

8.5 If within thirty minutes after the time appointed for a General Meeting a quorum is not present, the Meeting, if convened on the requisition of Members, shall be dissolved, and in every other case it will stand adjourned to such other day and at such time and place, or be dissolved, as the Committee shall determine.

8.6 All resolutions shall be decided by a majority of votes recorded accept where;

8.6.1 these rules provide for a special resolution which shall require a majority of at least two thirds of the votes recorded: or

8.6.2 a resolution is put to an annual general meeting as contemplated by rule 9.1.9 in which case the provisions of the act as to voting shall apply.

8.7 A declaration by the Chairman of a General Meeting to the effect that a particular resolution has been passed or not or passed by a particular majority or not, shall (subject to the Act) be final and binding on all Members.

8.8 A General Meeting shall not be invalidated by reason only of any Member failing to receive a notice thereof or any accompanying document relating thereto.

8.9 The procedure for conduct of General Meetings shall be prescribed by the Committee and details thereof shall be kept by the Honorary Secretary and be available for inspection by Members at all reasonable times.

9. ANNUAL GENERAL MEETINGS

9.1 Not later than 31st July in every year a General Meeting shall be held (to be known as the Annual General Meeting) for the transaction of the following business:

9.1.1 To consider and approve (with or without amendment) the minutes of the previous Annual General Meeting.

9.1.2 To receive and approve a report from the Committee on the affairs of the Club since the previous Annual General Meeting.

9.1.3 To receive a financial report for the preceding financial year, nothing in this role prevents the Club from adjourning the approval of the Audited Accounts to a later date.

9.1.4 To elect the Officers for the ensuing year.

9.1.5 To ratify or otherwise the Committee's nomination for Vice-Presidents of the Club in accordance with rule 16.

9.1.5 To confirm any elections of Life Members made by the Committee during the preceding year.

9.1.6 To elect Members of the Committee for the ensuing year.

9.1.7 To appoint the Auditors, Bankers and Solicitors for the ensuing year.

9.1.8 To consider as a special resolution any addition or alteration to these rules duly proposed in accordance with Rule 9.5.

9.1.9 To consider any other motion or business duly proposed in accordance with Rule 9.5.

9.1.10 To consider any other business of which due notice shall have been given.

9.1.11 To hear any other relevant matter for the consideration of the Committee during the ensuing year, but on which no voting shall be allowed.

9.2 Notice of every Annual General Meeting stating the date, time and venue of such Meeting shall be sent to all Members as to be received not less than 14 days prior to the date of the Meeting with the agenda of the business to be considered there at and with a copy of the Club's Financial Report for the preceding financial year[9].

9.3 The election of the Officers shall be subject to the following provisions:

9.3.1 Any Member shall have the right to make nominations, with the written consent of a candidate, for election to any one or more of the offices named in or created

[9] The Notice will be sent by email to the registered address recorded in GMS.

under the provisions of Rule 13.1. Such nominations must be sent in writing so as to reach the Honorary Secretary by 30th April. The Committee shall also have the right to make nominations for the election of Officers.

9.3.2 The election of each Officer shall be decided by a majority of votes recorded.

9.3.3 In the event of an equal number of votes being cast for two or more candidates for any office a further election for that office shall immediately be held between those candidates for whom the votes cast are equal in number. If there shall still be equality of votes the members of the retiring Committee present at the time shall decide who shall from those candidates receiving an equal number of votes in the second election be the holder of the office concerned for the ensuing year.

9.4 The election of Committee Members shall be subject to the following provisions:

9.4.1 Any Member shall have the right to make not more than one nomination, with the written consent of the candidate, for election as one of the Committee Members provided for in Rule 15.1. Such nominations must be sent in writing so as to reach the Honorary Secretary by 30th April. The Committee shall also have the right to make nominations for the election of Committee Members without restriction on the number of nominations.

9.4.2 The election of Committee Members shall be decided by a majority of votes recorded.

9.4.3 In the event of an equal number of votes being cast for two or more candidates for the last seat or seats on the Committee a further election shall immediately be held for the last seat or seats between those candidates for whom the votes cast for such seat or seats are equal in number. If there shall still be equality of votes the members of the retiring Committee present at the time shall decide who shall from those candidates receiving an equal number of votes in the second election be the holders of the last seat or seats on the Committee for the ensuing year.

9.5. Proposals for additions or alterations to the Rules or for any other motion to be submitted to an Annual General Meeting shall be subject to the following provisions:

9.5.1 Any proposal shall be submitted in writing to the Honorary Secretary by 30th April duly proposed by one Member and seconded by another.

9.5.2 Copies of all such proposals and copies of all proposals put forward by the Committee shall be sent to all Members with the notice of the Annual General Meeting.

9.5.3 Amendments to any proposal notified to Members under Rule 9.5.2 shall be sent in writing so as to reach the Honorary Secretary duly proposed and seconded not less than twenty-four hours before the time for which the Annual General Meeting is convened.

9.15 Amendments duly received in accordance with Rule 9.5.3 shall be added to the agenda by the Chairman of the Annual General Meeting.

10. EXTRAORDINARY GENERAL MEETINGS

10.1 The Committee may convene at any time an Extraordinary General Meeting by giving to all Members 14 days' written notice thereof stating the date, time and venue thereof and the resolution or resolutions to be moved or other business to be transacted thereat.

10.1.1 Amendments to any resolution proposed by the Committee shall be submitted in writing to the Honorary Secretary duly proposed and seconded by Members in the same manner as is prescribed by Rule 9.5.3 for an Annual General Meeting.

10.1.2 Amendments duly received in accordance with Rule 10.1.1 shall be added to the agenda by the Chairman of the Special General Meeting.

10.2 The Committee shall also convene a Special General Meeting on receipt by the Honorary Secretary of a written requisition so to do, duly signed by not less than 15 Members. Each requisition must clearly state the specific resolution to be moved.

10.2.1 14 days' notice of such a Meeting stating the date, time and venue thereof and the specific resolution to be moved thereat shall be sent to all Members by the Honorary Secretary within fourteen days of the receipt of the requisition.

10.2.2 Amendments to such a resolution shall be submitted in writing to the Honorary Secretary duly proposed and seconded by Members in the same manner as is prescribed by Rule 9.5.3.

10.2.3 Amendments duly received in accordance with Rule 10.2.2 shall be added to the agenda by the Chairman of the Special General Meeting.

11. RULES

11.1 No new Rule shall be made, nor shall any Rule be amended or rescinded, except by a special resolution passed in General Meeting convened by the Committee in accordance with the Rules.

11.2 The Honorary Secretary shall register in accordance with the Act any new Rule or amendment to these Rules and no new Rule or amendment to the Rules shall be valid until so registered.

11.3 A copy of the Rules shall be delivered by the Honorary Secretary to any person on demand on payment of such sum (not exceeding five pounds) as may from time to time be determined by the Committee.

IV. OFFICERS AND COMMITTEE

12. POWERS OF THE COMMITTEE

The affairs of the Club shall be administered by the Committee which shall exercise all the powers of the Club expressed in Rule 4 and without limiting the generality thereof:

12.1 The Committee shall have power to appoint such Sub-Committees as are considered necessary to deal with the affairs of the Club.

12.1.1 The Committee shall determine the composition, powers and terms of reference of each Sub-Committee.

12.1.2 The Chairman of any Sub-Committee shall have a second or casting vote, and the quorum necessary for the transaction of business by a Sub-Committee shall be one-third of its appointed members or as the Committee may determine.

12.1.3 A Sub-Committee may exercise the power of co-option subject to the provisions of Rule 12.2.

12.2 The Committee shall have power to co-opt additional members to serve on it provided that the number of such co-opted members shall not exceed twenty-five per cent of the number of members elected to hold office on the Committee (the Officers for the purposes of this computation being deemed to be elected members) and to approve the co-option of additional members to serve on any Sub-Committee, in both cases either for general or special service and without voting rights.

12.3 The Committee shall not exercise its powers in any way or for any purpose inconsistent with the objects of the Club.

12.4 The procedure for the conduct of meetings of the Committee shall be prescribed by the Committee and details thereof shall be kept by the Honorary Secretary and be available for inspection by Members at all reasonable times.

12.5 References in these Rules to any acts or activities or opinion (including, without limitation, decisions, directions, requests, exercises of discretion and the giving of consent) of the Committee shall mean such acts or activities or opinions as shall have been sanctioned or effected or (as the case may be) expressed by (a) a resolution of the Committee or (b) a resolution of the relevant Sub-Committee where the power to act or authority being

exercised has been delegated by the Committee to a Sub-Committee or (c) the relevant Officer where that power or authority has been delegated by the Committee to an Officer.

13. OFFICERS

13.1 The Officers of the Club shall consist of the following: -

President: Who shall not normally hold office for more than 2 consecutive years and shall be elected from, where possible, the Vice-Presidents of the Club.

The other Officers of the Club will be the Chair, Vice-Chair, Honorary Secretary, Honorary Treasurer, Honorary Fixture Secretary, Honorary Membership Secretary, Director of Rugby, Honorary Business Development ~~Officer~~, Chair of Grounds, Chair of Property, Chair of the Mini/junior Section and the Data Manager.

13.2 The Officers of the Club shall be elected at each Annual General Meeting in accordance with Rule 9.3.

13.3 Each Officer on election at an Annual General Meeting shall hold office from the end of that Meeting until the end of the next Annual general Meeting but shall be eligible for re-election from year to year.

13.4 If any such offices shall fall vacant between one Annual General Meeting and the next such vacancy shall be filled by the Committee for the period of the vacancy.

14 COMMITTEE MEMBER INTEREST

14.1 Any Committee member who is any way, whether directly or indirectly, interested in a contract or a proposed contract with the Club shall declare the nature and extent of his interest at the first meeting of the Committee after he became so interested.

14.2 Notwithstanding rule 14.1, a general notice given to the Committee that a Committee member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Committee member has an interest in any such transaction of the nature and extent so specified.

14.3 Provided that he has disclosed in accordance with this rule any material interest of his, a Committee member:

14.3.1 may be party to or otherwise interested in any transaction or arrangement with the Club or in which the Club is otherwise interested.

14.3.2 may be a Director or other Officer of or employed by or party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Club or in which the Club is otherwise interested; and

14.3.3 shall not by reason of his office be accountable to the Club for any benefit which derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

15 COMMITTEE

15.1 The Committee shall consist of President, Chair, Vice-Chair, Honorary Secretary, Honorary Treasurer, Honorary Fixture Secretary, Honorary Membership Secretary, Director of Rugby, Honorary Business Development Officer, Chair of Grounds, Chair of Property, Chair of the Mini/junior Section, 1 x Senior Player Representative, 1 x Ladies Player Representative, 1 x Patron Member Representative and, in addition, the General Manager (albeit the General Manager shall not be entitled to vote at any Committee and/or Sub-Committee meeting).

15.2 The quorum at any meeting of the Committee shall be six (or such other number as may be determined from time to time by the Club in General Meeting) and the Member elected to take the Chair shall be entitled to exercise a second or casting vote.

15.3 If a vacancy shall occur for an elected Member of the Committee between one Annual General Meeting and the next such vacancy shall be filled by the Committee.

15.4 If a Member of the Committee shall commit an offence under Rule 6.11 or shall be adjudged bankrupt or if a court order is made appointing a receiver to administer such Member's property such Member shall thereupon cease to be a Member of the Committee.

15.5 Committee Members shall receive no remuneration for serving on the Committee other than the payment of authorized expenses for carrying out their duties.

16. <u>VICE-PRESIDENTS</u>

16.1 The Committee may each year nominate for election at the Annual General Meeting as Vice-Presidents of the Club such Member or Members as they consider should receive special recognition for services to the Club. There should not normally be more than 12. Any Member so elected shall remain a Vice-President until ceasing to be a Member or indicates in writing that he no longer wishes to be considered as President of the Club.

16.2 The position of Vice-President shall not carry any rights or obligations and in particular a Vice-President shall not be an Officer or a Member of the Committee unless separately elected as such [10]

V. FINANCE

17. CLUB FINANCE

17.1 The Club's income shall be obtained annually from the subscriptions of Members, from investments and securities, from gate monies and ticket receipts from matches arranged by the Club at the Ground, from the letting of the Ground, from sponsorship and from any other available source.

17.2 The profits of the Club shall be applied only in furthering the objects of the Club. No distribution of Club assets in cash or in kind shall be made to members or third parties which shall not prevent donations by the Club to registered charities or to any Community Amateur Sports Clubs.

17.3 The Club shall have power to receive money on deposit from Members or others.

17.4 A Statement of the Club's affairs shall be made up to 31st May in each year (or such other date as may be determined from time to time by the Club in General Meeting) and shall be signed by the Honorary Treasurer, the Honorary Secretary and one Member of the Committee. They shall be audited by the Auditors, and a printed copy of the signed Financial Statement, together with the Auditors' report thereon, shall be sent to each member with the notice calling an Annual General Meeting.

17.5 The Club may participate in a direct debiting scheme or standing order as an originator for the purpose of collecting subscriptions for any category of membership and/or any other amounts due to the Club. In furtherance of such a scheme the Club may enter into an

[10] This clause retains Vice Presidents as a role in the Club as future Presidents

indemnity required by the bank upon which direct debits are to be originated and such indemnity may be executed on behalf of the Club by the Honorary Secretary or as otherwise determined pursuant to these Rules.

18. MATCH TICKETS

18.1 Tickets to the Ground for matches arranged by the Club shall be under the control of the Committee and shall be sold at prices fixed by the Committee (without any provision for repurchase by the Club) to Members or as the Committee may direct, and the Committee shall allocate such tickets on an equitable basis.

18.2 Tickets to the Ground for representative and other matches for which the Ground is let shall be under the joint control of the Committee and the organizers of the match concerned.

18.3 The Committee shall have power to issue such season and other tickets, on such terms, with such privileges and to such persons as it may from time to time determine.

19. AUDITORS

19.1 The provisions of the Act relating to the appointment, powers, rights, remuneration, responsibilities and duties of the Auditors shall be complied with.

19.2 the Auditors shall be entitled to attend any General Meeting and to receive all notices of and other communications relating thereto which any Member is entitled to receive, and to be heard at any General Meeting on any part of the business which concerns them as auditors.

VI. STATUTORY PROCEDURES

20. REGISTERED OFFICE

20.1 The registered office of the Club shall be at the Ground or at such other location in England as the Committee may from time to time otherwise determine.

20.2 Notice of any change in the situation of the registered office shall be given by the Honorary Secretary to the Registrar within fourteen days after the change.

21. USE OF NAME OF THE CLUB

21.1 The name shall be kept painted or affixed in a conspicuous position and in letters which are easily legible on the outside of every office or place in which the activities of the Club are carried on.

21.2 The name shall be stated in legible characters in all business letters of the Club, in all notices, advertisements and other official publications of the Club, in all bills of exchange, promissory notes, endorsements, cheques and orders for money or goods purporting to be signed by or on behalf of the Club and in all bills, invoices, receipts and letters of credit of the Club.

21.3 Save with the authority of the Committee, the name of the Club shall not at any time be used by any Member in any document or advertisement issued or published by, or on behalf of or with the authority of that Member in such a way as to indicate or imply that such document or advertisement was issued or published by or on behalf of the Club or the Committee.

22. SEAL

22.1 The Club shall have its name engraved in legible characters on a seal which shall be kept in the custody of the Honorary Secretary and shall be used only under the authority of the Committee which may determine who shall countersign any instrument to which the seal is affixed and unless otherwise so determined it shall be countersigned by any two of the Officers.

23. REGISTER OF MEMBERS

23.1 The Club shall keep at its registered office and maintain electronically through GMS a Register of Members and Officers in which the Honorary Secretary shall enter the following particulars:

23.1.1 The name, residential address and electronic address of each Member.

23.1.2 A statement of the share held by each Member and the amount paid therefore. A statement of other property, if any, in the Club held by each Member whether in loans or otherwise.

23.1.3 The date on which each Member was entered in the Register as a Member and the date on which a Member ceased to be a Member.

23.1.4 The names and addresses of the Officers of the Club with the offices held by them respectively and the date on which they assumed and left office.

23.1.5 The Register of Members and Officers shall be so constructed that it is possible to open to inspection the particulars entered pursuant to Rules 23.1.1, 23.1.4 and 23.1.5 without also opening to inspection the other particulars entered in the Register.

24. ANNUAL RETURN

24.1 Every year not later than the date provided by the Act or where the return is made up to the date allowed by the Registrar not later than three months after such date the Honorary Secretary shall send to the Registrar the annual return in the form prescribed by the Registrar relating to the affairs of the Club for the period required by the Act to be included in the return together with a copy of the Financial Statement of the Club with the Report of the Auditors thereon for the period required by the Act to be included in the return together with a copy of the Financial Statement of the Club with the Report of the Auditors thereon for the period included in the return and a copy of each balance sheet made during that period and the Report of the Auditors on that balance sheet.

24.2 A copy of the latest annual return shall be supplied free of charge on demand to every member or other person interested in the funds of the Club.[11]

25. PUBLICATION OF ACCOUNTS

25.1 The Club shall keep a copy of the last balance sheet for the time being together with the Report made by the Auditors thereon always ~~hung up in a conspicuous place~~ <u>available</u> at its registered office.[12]

26. REGISTRATION

26.1 These Rules shall take effect on and from the date of their approval by the members in General Meeting and shall be binding on all members.[13]

[11] This information is now publicly available on the FCA website
[12] The financial information will usually be uploaded to the members are of the website.
[13] The amendment to any rule needs to be filed at the FCA and be published on their website.

27. DISSOLUTION

27.1 In the event of it becoming necessary for the members to discontinue the activities of the Club and to dissolve the Club under the provisions of the Act, its funds and property shall not be paid or distributed amongst the members but shall be appropriated or distributed to the sports governing body for use by them in community related sports or for such registered Community Amateur Sports Club or Charity as may be approved by the members in general meeting.

VII. GENERAL

28. LICENSING

28.1 Save for those persons who are admitted to membership under rule 6.1. no person may be admitted to membership without an interval of at least 2 days between the dates of nomination and admission.

28.2 Subject to such restrictions as may be imposed from time to time by the Committee in any regulation;

28.2.1 the ground shall be open during such hours as the Committee may decide and intoxicating liquor shall be supplied during such hour s as may be fixed by the Committee and contained in the operating schedule set out in the Club's premises license as required by law, but the Committee shall have power to close the ground or any part thereof and/or to reduce the hours of supplying intoxicating liquor from time to time on a fixing notice thereof on the Club's notice board.

28.2.2 members may introduce and entertain guests at the ground; provision is hereby made for the admission to any premises on the ground in respect of which the Club is registered over the Licensing Act 2003 (or any statutory modification or enactment thereof) of persons other than members or their guests and for the sale of intoxicating liquor to them by or on behalf of the Club for consumption on said premises.

29. INDEMNITY

29.1 Each Officer (including under the former Rules of the Club the Trustees) and employee from time to time of the Club and each person who was or is from time to time a Member of the Committee or any Sub-Committee shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of any and all funds available to the Club, which may lawfully be so applied, against all costs, liens, charges, expenses and liabilities whatsoever incurred by such person in the execution and discharge of duties undertaken on behalf of the Club or in relation thereto, or incurred in good faith in the purported discharge of such duties, including any liability incurred in initiating, prosecuting or defending any proceedings, civil or criminal, which relate to anything done or omitted as an Officer or employee or as a Member of the Committee or any Sub-Committee as the case may be.

30. NOTICES

30.1 Any notice or other communication or document sent by first class post or by email to a Member, Officer or Member of the Committee shall be treated as having been given twenty-four hours after the time when it was posted.

31. DISPUTE RESOLUTION

31.1 .1 If a dispute arises out of or in connection with these rules or the performance, validity or enforceability of them ("Dispute") then the Club and the Member shall attempt in good faith to resolve the Dispute;

31.1.1 if the Club and the Member are for any reason unable to resolve the Dispute within 30 days the parties will attempt to settle it with the assistance of a recognised independent alternative disputes resolution (ADR) provider acceptable to both parties. Unless otherwise agreed between the parties, the ADR shall nominate the mediator. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to all parties. The mediation will start not later than 20 days after the date of the ADR notice. [14]

[14] WRFC will, in the first instance, recommend seeking the assistance of CEDR. CEDR is a recognised leading ADR service provider specialising in conflict resolution. CEDR have no links with WRFC. Other ADR services are available.

31.1.2 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation the Dispute shall be finally resolved by the courts of England and Wales.

32. INTERPRETATION

32.1 Subject to the provisions of the Act any difference of opinion as to the interpretation of these Rules or on any matter not provided for therein shall be decided by the Chairman of a General Meeting at such Meeting or by the Committee in every other circumstance, and every such decision shall be recorded in the minutes and shall be accepted as the true meaning until thereafter otherwise interpreted on due notice at a subsequent General Meeting.

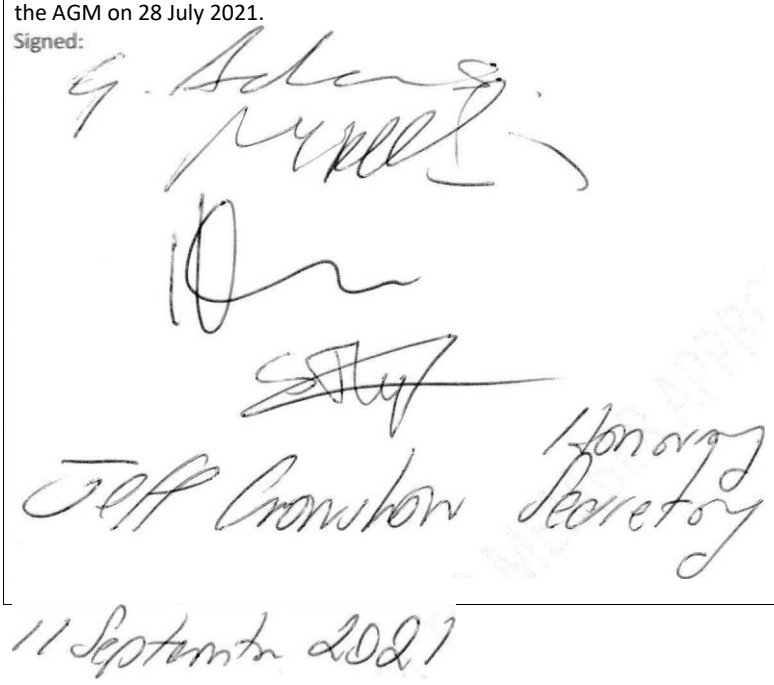
34. SCHEDULE OF DEFINITIONS

"The Act"	means the Co-operative and Community Benefit Societies Act 2014 and any subsequent Acts governing or otherwise affecting community benefit societies.
"Auditors"	means the auditors of the Club for the time being.
"Club"	means Worcester Rugby Football Club Limited.
"Committee"	means the committee designated in Rule 15 and "Committee Member" or "Member of the Committee" means a member of the Committee for the time being and shall include a person co-opted under Rule 12.2.
"Financial " Statement"	means a properly audited Balance Sheet together with a Statement of Accounts showing Income and Expenditure.
"Game"	means the game of Rugby Union Football.
"General Meeting"	means a general meeting of Members.
"Ground"	means the ground including stands, clubhouse and other buildings built thereon maintained and developed under the provisions of Rule 3.4 and 3.5.
"Honorary “Secretary"	means the Honorary Secretary of the Club for the time being.

"IRFB"	means the world Governing Body of the Game which at the date of the adoption of these Rules in the international Rugby Football Board of which the Union is a member.
"Laws of the Game"	means the law as promulgated by the IRFB from time to time according to which the Game is played throughout the world.
"Member"	means a member of the Club.
"Officers"	means the Officers designated herein.
"Registrar"	means the Chief Registrar and Assistant Registrars for England in the Central Office of the Registry of Friendly Societies
"Regulation"	means a resolution, regulation or instruction made in accordance with Rule 4.12.
"Rules"	mean the Rules of the Club for the time being registered with the Registrar.
"Union"	means the Rugby Football Union

The up-dated and revised WRFC Rules were unanimously approved by the Members at the AGM on 28 July 2021.

Signed:



Jeff Cronshaw Honorary Secretary

11 September 2021