

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM

- And –

ARTICLES OF ASSOCIATION

- Of the –

OADBY (GRANVILLE) TENNIS AND SOCIAL CLUB LIMITED

(Adopted by Special Resolution
Passed in the 10th day of February 1993)

INCORPORATED THE 11TH DAY OF MARCH 1977

Owston & Co Solicitors, 23 Friar Lane, Leicester LE1 5QC

THE COMPANIES ACTS 1985 TO 1989

Company Limited by Guarantee and Not having a Share Capital

MEMORANDUM OF ASSOCIATION

- Of -

OADBY (GRANVILLE) TENNIS AND SOCIAL CLUB LIMITED

1. THE Name of the Company is Oadby (Granville) Tennis and Social Club Limited
2. THE Registered Office of the Company will be situate in England
3. THE Objects for which the Company is established are:-
 - a. To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as "The Granville Tennis and Social Club"
 - b. To lay out prepare and maintain and land acquired or held on lease or otherwise by the Company for Lawn Tennis Croquet Bowls and other Outdoor and Indoor Games and Sports and to erect hire or take on lease and provide or furnish a pavilion refreshment room club house and other buildings and conveniences thereon and to enter into contracts with any person firm or company for the making of lawn tennis courts croquet lawns bowling greens or hard and patent courts or covered courts and to permit the same to be used by members and employees of the company either gratuitously or for payment
 - c. To promote the game of tennis and other athletic sports and pastimes and to encourage social intercourse between the members of the Company
 - d. To establish maintain and conduct a tennis club or other clubs for the accommodation of the members of the Company and their friends and generally to afford to them all the usual privileges advantages and accommodation of a club upon such terms and conditions as shall be fixed and determined.
 - e. To hire and employ all classes of persons considered necessary by the Company and to pay to them and to other persons for services rendered salaries wages charges gratuities and pensions.
 - f. To prepare make sell supply and deal in all materials gear equipment apparatus articles and things used in connection with tennis croquet bowls

and other games and pastimes and provisions and refreshments whether intoxicating or otherwise required or used by persons using the Company's grounds club house or premises

- g. To collect and receive from the members of any clubs using the Company's grounds either an aggregate sum or sums or entrance fees and subscriptions from individual members
- h. To promote and hold either alone or jointly with any other association club or persons meetings competitions and matches for the playing of tennis or any other athletics sports or pastimes and to offer give or contribute towards prizes medals and awards
- i. To make rules and regulations for admission to and use of such club or clubs and its premises and the conduct of members and visitors and from time to time to rescind alter vary or modify the same
- j. To carry on and subsidise any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property
- k. To purchase take on lease or by any other means acquire any freehold leasehold or other property for any estate or interest whatever and any rights privileges or easements whatsoever or in respect of any property and any real or personal property or rights whatsoever which may be necessary for or may be conveniently used with or may be deemed by the Company to enhance the value of any other property of the Company
- l. To build construct maintain alter enlarge pull down and remove or replace any pavilions shelters or other buildings
- m. To acquire and undertake the whole or any part of the business goodwill and assets of any person firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on
- n. To improve manage cultivate develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company
- o. To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as from time to time be determined
- p. To lend and advance money or give credit to such persons firms or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to give guarantees or become security for any such persons firms or companies.
- q. To borrow or raise money in such manner as the Company shall think fit and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage charge or lien 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 or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake

- r. To draw make accept endorse discount execute and issue promissory notes bills of exchange debentures and other negotiable or transferable instruments
- s. To subscribe for take purchase or otherwise acquire and hold shares or other interest in or securities of any other Company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company
- t. To remunerate any person firm or company rendering services to this Company either by cash payment or otherwise as may be thought expedient.
- u. To pay all or any expenses incurred in connection with the formation promotion and incorporation of the Company
- v. To support and subscribe to any charitable or public object and any institution society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the company carries on business to give pensions gratuities or charitable aid to any person or persons who may have served the Company or to the wives children or other relatives of such persons to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company
- w. To promote any other Company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this 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
- x. To sell or otherwise dispose of the whole or any part of the undertaking of the Company either together or in portions for such consideration as the Company may think fit and in particular for shares or securities of any company purchasing the same
- y. To do all such other lawful things as may be deemed incidental or conducive to the attainment of the above objects or any of them

It is hereby expressly declared that each Sub-clause of this Clause shall be construed independently of the other Sub-clauses hereof and that none of the objects mentioned in any Sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-clause

- 4. **THE** Liability of the Members is Limited
- 5. **EVERY** Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member of within one year afterwards for payment of the debts and liabilities of the Company

contracted before the time at which he ceases to be a Member and of the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding One pound

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

J Kirk
19 Holme Drive
Oadby
Leicester
Chartered Gas Engineer

J A Mansfield
15A Rosemead Drive
Oadby
Leicester
Housewife

J N Simon
Flat 5
4 North Avenue
Leicester
Solicitor

In the presence of:

S Howse
11 Chestnut Avenue
Oadby
Leicester
Insurance Official

Dated this 22nd day of February One Thousand nine hundred and Seventy-seven

ARTICLES OF ASSOCIATION
THE COMPANIES ACTS 1985 TO 1989

Company Limited by Guarantee and Not Having a Share Capital

ARTICLES OF ASSOCIATION

- OF -

OADBY (GRANVILLE) TENNIS AND SOCIAL CLUB LIMITED

Preliminary

1. (a) The Regulations contained in Table A in the Companies (Table A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such table being hereinafter referred to as "Table A") shall apply to the Company save insofar as they are excluded or varied hereby; that is to say, clauses 2 to 35 inclusive, 54, 55, 57, 59, 64, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A, shall not apply to the Company but the Articles hereinafter expressed, the remaining regulations of Table A shall constitute the Articles of Association of the Company
- (b) In regulation 38 of Table A:-
 - (a) in paragraph (b) the words "of the total voting rights at the meeting of all the members" shall be substituted for "in nominal value of the shares giving that right" and
 - (b) the words "The notice shall be given to all the members and to the directors and auditors" shall be substituted for the last sentence
- (c) The words "and at any separate meeting of the holders of any class of shares in the Company" shall be omitted from regulation 44 of Table A
- (d) Paragraph (d) of regulations 46 of Table A shall be omitted
- (e) On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote
- (f) The words "of any class of shares or" shall be omitted from regulation 83 of Table A

(g) 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

(h) The words “of the holders of any class of shares in the Company” shall be omitted from regulation 100 of Table A

(i) The second sentence of regulation 112 of Table A shall be omitted

(j) The words “or of the holders of any class of shares in the Company” shall be omitted from regulation 113 of Table A

2. In these Articles:

“the Act” means the Companies Acts 1985-1989

“the Club” means The Oadby (Granville) Tennis and Social Club Limited

“the Secretary” means any person appointed to perform the duties of the secretary of the club

“the Committee” means the Committee for the time being of the club

Expressions referring to writing shall unless the contrary intention appears be construed as including references to printing lithography photography and other modes of representing or reproducing words in a visible form

Unless the context otherwise requires words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these articles became binding on the club

In regulation 1 of Table A the definition of “the holder” shall be omitted

Objects

3. The club is established for the purpose expressed in the Memorandum of Association

Membership

4. Every candidate for membership of the club shall complete and application form. The application for membership of every such candidate shall be made in writing, and shall be in such form as the committee may from time to time prescribe

5. The annual and other subscriptions and entrance fee (if any) payable by members of the club shall be such as the committee may from time to time prescribe and the committee may provide either generally or as respects any particular member or members for the payment of annual subscriptions y instalments. Every application for membership shall be accompanied by a remittance to cover the entrance fee (if any) and the appropriate subscriptions from the date of application to the following 31 December. In the event of non-election such remittance shall be returned to the candidate

6. The committee shall have power to elect as members of the club upon such terms and subject to such regulations as the committee may from time to time deem advisable and subject to article 4

(a) Persons who are visiting or temporarily resident in the district of Oadby (hereinafter referred to as temporary members):

(b) Persons who shall be entitled to avail themselves of the amenities of the club house and premises of the club at all times, except that they shall be restricted to the use of the tennis courts of five days in each week from 9:00am until 5:00pm excluding Saturdays and Sundays (hereinafter referred to as social tennis members).

(c) Persons who shall be entitled to avail themselves of all the amenities of the club house and premises of the club except that they shall not be entitled to use the tennis courts (hereinafter referred to as social members);

(d) Persons over the age of 10 and under the age of 18 on 1 January of each year (hereinafter referred to as "Junior members");

(e) Persons under the age of 10 of 1st January of each year (hereinafter referred to as "Primary Members")

7. Every candidate for election (including candidates for election to the special classes of membership specified in article six hereof) shall be balloted for by the committee of the club by a simple majority. The name address and description of every candidate shall be sent to the secretary in writing and these particulars shall be posted in a conspicuous place in the club room of the club fourteen days at least before the ballot

8. Subject to the express provisions of these articles and to the Memorandum of Association and to any byelaws for the time being in force made by the committee as hereinafter provided all members of the club shall be entitled at all times to use in common all the premises and property of the club and to be supplied at such charges as the committee shall from time to time determine with such meals refreshments and things as are provided by the club for the use of its members

9. Subject to the provisions of these articles every member shall be entitled to all the rights and be subject to all the duties of a member of the club.

10. Any member wishing to resign his or her membership of the club shall give notice in writing of his or her intention so to do to be addressed to the secretary and deposited at the registered office of the club before the thirty-first day of December in an year failing with such member shall be liable to pay the subscription for the next year

11. Any member whose annual subscription is unpaid on the thirty-first day of January shall cease to be a member of the club and shall forfeit all right in and claim upon the club and its property unless the committee before the following first day of March suspend the operations of this provision as regards any particular member on such terms as the committee at their discretion may determine **PROVIDED THAT** where in accordance with article five hereof the committee have resolved that the subscription of any particular

member may be paid by instalments this article shall apply to non-payments of any such instalment substituting the due date of the instalment for the thirty-first day of December and a date six weeks after such due date for the first of February

12. In case the conduct of any member shall in the opinion of the committee be injurious to the character of the club or objectionable in any respect such member may be required by the committee to resign and if the member so requested shall not resign within one week such member may be expelled by resolution of the committee and cease to be a member of the club and all sums which have been paid by such member of the club and all sums which have been paid by such member shall thereupon be forfeited. A member expelled under this article shall have a right of appeal by giving written notice of appeal to the secretary within ten days from the posting of the notice of expulsion. Thereupon an extraordinary meeting shall be convened within fourteen days and if such meeting shall pass an extraordinary resolution rescinding the expulsion then the member shall be reinstated as from the date of such resolution

13. If any member be convicted on indictment of any criminal offence or shall be adjudged a bankrupt or shall make any composition or arrangement with his or her creditors or being engaged in any profession shall be prohibited by the disciplinary body of that profession from continuing to practice such member shall ipso facto cease to be a member of the club. Any person so ceasing to be a member may be re-admitted to membership by the committee at their discretion.

14. Any member expelled in accordance with these articles or otherwise ceasing to be a member of the club shall forfeit all right to claim upon the club or its property of funds

15. The rights of a member as such shall be personal and shall not be transferable and shall cease upon its death

General Meeting

16. The club shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meetings as such in the notices calling it and not more than fourteen months shall elapse between the date of one annual general meeting of the company and that of the next. The annual general meeting shall be held at such time and place as the committee shall appoint

17. All general meetings other than the annual general meeting shall be called extraordinary general meetings

18. a) The committee may whenever they think fit and shall on a requisition made in writing by any two or more members convene an extraordinary general meeting

b) Any requisition made by the members must state the object of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the club

c) On receipt of the requisition the committee shall forthwith proceed to convene an extraordinary general meeting if they do not within twenty-one days from the date

of the deposit of the requisition proceed to call a meeting of the requisitionists or a majority in number of the requisitionists may themselves convene a meeting

19. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any member shall not invalidate the proceedings at that meeting

Proceedings at General Meetings

20. All business shall be deemed special that is transacted at an extraordinary general meeting and also that is transacted at an annual general meeting with the exception of the consideration of the accounts balance sheets and the ordinary reports of the committee and auditor or auditors the election of officers and of committee in place of those retiring by rotation and the fixing of the remuneration of the auditors or auditor

21. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided eight members personally present shall be a quorum

22. If within half an hour from the time appointed for the meeting a quorum of members is not present the meeting if convened on the requisition of members shall be dissolved in any case it shall stand adjourned to the same day in the following week at the same time and place and if at the adjourned meeting a quorum of members is not present within half an hour of the time appointed for the meeting the members present shall be a quorum

23. The chairman and failing him the Vice-Chairman shall preside as chairman at every general meeting of the club

24. If there is no such chairman or if at any meeting he is not present within five minutes of the time of holding the same the members of the committee present shall choose some one of their number to be the chairman of the meeting and if there shall be no member of the committee present then the members shall choose any of their number to be chairman of the meeting

25. The chairman may with the consent of the meeting adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place

26. At any general meeting unless a poll is demanded by the chairman or by at least one third of the members personally present a declaration by the chairman that a resolution has or has not been carried on an entry to that effect in the book of proceedings of the club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

27. If a poll is demanded in manner aforesaid the same shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

28. Every member of the club (except for junior primary and temporary members) shall have the right to attend general meetings of the club and have the right to vote thereat. No member shall be entitled to vote at any meeting unless all the monies then due from him to the club have been paid. Every member of the club entitled to vote shall have one vote and not more except that in case of equality of votes the Chairman shall have a second or casting vote

Committee

29. Unless otherwise determined by the club in general meeting the members of the committee shall consist of the Chairman Vice-Chairman Secretary and Treasurer and a General Committee of six members elected at the Annual General Meeting

30. At the Annual General Meeting of the club the whole of the members of the committee shall resign but shall be eligible for re-election

31. The business of the club shall be managed by the committee who may exercise all such powers of the club as are not by the statutes or by these articles required to be exercised by the club in General Meeting subject nevertheless to any regulations of these articles to the provisions of the statutes and to such regulations not being inconsistent with the aforesaid regulations or provisions as may be prescribed by the club in General Meeting but no regulations made by the club in General Meeting shall invalidate any prior act of the committee which would have been valid if such regulation had not been made

32. Without prejudice to the general powers conferred by Article 31 hereof the committee shall have power:-

- (a) To pay the costs charges and expenses preliminary and incidental to the promotion formation establishment and registration of the club
- (b) To purchase hire or otherwise acquire for the purpose of the club any real or personal property and to sell demise let mortgage or dispose of the same
- (c) To invest such part of the funds of the club as shall not be required for the immediate purposes of the club on such securities and on such terms as they may think fit and from time to time vary such investments
- (d) To enter into such contracts and do all such acts and things as they may think expedient for the purposes of the club
- (e) To appoint Sub-Committees consisting of such member or members of their body and to co-opt on such Sub-Committees any Member or Members of the club as they may think fit
- (f) In their absolute and uncontrolled discretion without assigning any reason therefor to expel any member of the club and so that any member so expelled shall forfeit all claim to a return of the money paid by him by way of entrance fee or subscription as the case may be and shall cease to be a member of the club

33. The club may from time to time in General Meeting increase or reduce the numbers of members of the committee and determine in what rotation such increased or reduced number shall go out of office and may make the appointments necessary for effecting any such increase

34. In addition and without prejudice to the provisions of sections 303 and 304 of the Act the club may by Extraordinary Resolution remove any member of the committee before the expiration of his period of office and may by an Ordinary Resolution appoint another qualified member in his stead

35. Subject as hereinbefore provided the election of committee members of the club shall take place in the following manner

(a) Any two members of the club shall be at liberty to nominate any other member to serve as a member of the committee having previously received his assent

(b) The name of each member so nominated together with the names of his proposer and seconder shall be sent in writing to the secretary of the club at least fourteen days before the Annual General Meeting

(c) A list of the candidates names in alphabetical order with the proposers and seconders names shall be posted in a conspicuous place in the club house of the club for at least seven days immediately preceding the annual general meeting

(d) Balloting lists shall be prepared (if any) containing the names of the candidates only in alphabetical order and each member present at the annual general meeting and qualified to vote shall be entitled to vote for any number of such candidates not exceeding the number of vacancies

(e) In case there shall not be a sufficient number of candidates nominated the size of the committee shall be reduced accordingly until such times as there are sufficient candidates who shall fill up the remaining vacancy or vacancies

(f) If any candidate after being elected declines to serve the candidate who has the next largest number of votes shall be deemed to be elected

(g) If two or more candidates obtain an equal number of votes the committee shall select by lot from such candidates the candidate or candidates who is or are to be elected

36. If any casual vacancy shall occur among the members of the committee or if insufficient persons shall be elected at the Annual General Meeting to fill up the vacancies on the committee the committee may fill up any vacancy so occurring or so remaining by electing any member of the club to be a member of the committee

Disqualification of Members of the Committee

37. The office of a member of the committee shall be vacated:-

(a) If he ceases to be a member of the club

(b) If he absents himself from the committee meetings for a period of six months without special leave of absence from the other members of the committee

(c) If he gives the committee one calendar month's notice in writing that he resigns his office

But any act done in good faith by a member of the committee whose office is vacated as aforesaid shall be valid unless prior to the doing of such act written notice shall be valid unless prior to the doing of such act written notice shall have been served upon the committee or an entry shall have been made in the Minute book stating that such Member of the Committee has ceased to be a Member of the Committee of the club

38. Any responsibility or officer or member of the club undertaking with the sanction of the committee or of the club assembled in any Extraordinary Meeting and under the direction of the committee any business or matter which in the opinion of the committee ought to be undertaken in the interests of the club or the members thereof may be reimbursed and indemnified from all expenses damage fines and costs incurred by him in connection with such business or matter

39. (i) The committee of the club shall cause proper books of account to be kept in respect of:-

(a) All sums of money received and expended by the club and the matters in respect of which such receipts and expenditure takes place

(b) The assets and liabilities of the club

(ii) The books of accounts shall be kept at the registered office of the club or at such other place or places as the committee think fit and shall always be open to the inspection of the member, The committee shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the club or any of them shall be open to the inspection of members of the club and no member shall have any right at inspecting any account or book or document of the club except as conferred by statute or authorised by the committee

(iii) Once at least in every year the committee shall lay before the club in general meeting an account of income and expenditure for the period since the preceding account. A balance sheet shall be made out in every year and laid before the club in general meeting made up to a date not more than ten months before such meeting

40. (i) The committee shall have power from time to time to make alter and repeal all such byelaws as they deem necessary or expedient or convenient for the proper conduct and management of the club and in particular but not exclusively they may by such byelaws regulate

(a) The terms and conditions upon which visitors shall be permitted to use the premises and property of the club

(b) The times of opening and closing the club house and premises of the club or any part thereof and the permitted hours for the supply of intoxicating liquor

(c) The rules to be observed and prizes or stakes to be played for by members of the club playing any games on the premises of the club

(d) The prohibition of particular games on the premises of the club entirely or at any particular time or times

(e) The conduct of members of the club in relation to one another and to the club's servants

(f) And generally all such matters as are commonly the subject matter of the club rules

(ii) The committee shall adopt such means as they deem sufficient to bring to the notice of members of the club all such byelaws alterations and repeals and all such byelaws so long as they shall be in force shall be binding upon all members of the club. Provided nevertheless that no byelaws shall be inconsistent with or shall affect or repeal anything contained in the Memorandum of Articles of Association of the club and that any byelaw may be set aside by a special resolution of a general meeting of the club

41. The committee of the club may from time to time delegate any of its powers to such sub-committee or committees consisting of one or more member or members of the club as they shall think fit to appoint and may recall or revoke any such delegation or appointment. Provided that no committee concerned with the purchase for the club or with the supply by the club or intoxicating liquor shall include any members who are not committee members. Any committee shall in the exercise of the powers so delegated conform to any regulations that may be prescribed by the committee

Audit

42. An auditor or auditors shall be appointed and their duties regulated in accordance with the Act or any statutory modification thereof for the time being in force

Seal

43. The committee shall provide for the safe custody of the common seal of the club. The seal of the club shall not be affixed to any instrument except by the authority of a resolution of the committee and the secretary or such other person as the committee may appoint for the purpose and these two members of the committee and the secretary or other person as aforesaid shall sign every instrument to which the seal of the club is so affixed in their presence

Dissolution

44. A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting. The dissolution shall take effect from the date of the

resolution and the members of the Club Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

Any property remaining after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis.

Notice

45. A notice may be given by the club to any member either personally or by sending it by post to him or her at his or her registered address. When a notice is sent by post service of the notice shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of the post.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

J Kirk
19 Holme Drive
Oadby
Leicester
Chartered Gas Engineer

J A Mansfield
15A Rosemead Drive
Oadby
Leicester
Housewife

J N Simon
Flat 5
4 North Avenue
Leicester
Solicitor

In the presence of:

S Howse
11 Chestnut Avenue
Oadby
Leicester
Insurance Official

Dated this 22nd day of February One Thousand nine hundred and Seventy-seven