

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

MEMORANDUM & ARTICLES OF ASSOCIATION
of
Oadby (Granville) Tennis and Social Club Limited

PRELIMINARIES

1. In these Articles, unless there is something in the subject or context inconsistent therewith, the following definitions will apply:-

“The Act” means the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force.

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

“Capacity of Facilities” means the maximum membership allowable by category, determined by facilities available, such as courts and Clubhouse, as set by The Committee from time to time.

“The Members” or “Member” means members who have attained the age of 18 years and who have paid their subscriptions.

“The Committee” means The Committee for the time being of The Club,

“LTA” means the Lawn Tennis Association CLG and its subsidiaries, or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time.

“Special Resolution” means a Special Resolution of The Club passed in accordance with the Act.

“Extraordinary Resolution” means an Extraordinary Resolution of The Club passed in accordance with the Act.

“The Office” means the Registered Office for the time being of The Club which will be situated in England.

“The Secretary” means the Member appointed as Secretary for the time being of The Club.

Words importing the singular number only, include the plural and vice versa. Words importing the masculine gender only, include the feminine and vice versa.

“Life Member” means any category of Membership granted for the rest of life and usually requires no subscription fee.

“In writing” means written or printed, or partly written and partly printed including electronic formats.

“Membership Due Date” means the date by which membership fees must be paid.

“Match Fee” means the fee payable by Members for playing for a club team.

“Total Loans” means the total amount owed by The Club in loans to businesses, organisations or persons.

“Team Captain” means Members who are responsible for the running of club teams including collection and payment of any Match Fees due to the Club.

The word “month” means calendar month.

PURPOSE

2. The main purpose of The Club is to provide facilities for and to promote participation in the amateur sports of tennis in Oadby and the surrounding area.

OBJECTS

The objects of The Club are:

3.1 to offer facilities for tennis and other associated clubs for the benefit of The Members and guests, create a welcoming and safe environment, improve the infrastructure, increase participation, enhance standards of play, facilitate social and competitive play, encourage and promote junior participation.

3.2 to provide and maintain club premises at London Road, LE2 4AB as shall be thought advisable.

3.3 to affiliate to the LTA and to comply with and uphold the Rules, Policies and Regulations of the LTA as amended from time to time, and the rules and regulations of any body to which the LTA is affiliated.

3.4 to acquire, establish, own, operate and turn to account in any way the facilities of The Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable.

3.5 to make Rules, Policies, Regulations and Byelaws concerning the operation of The Club including, without limitation, those concerning disciplinary procedures that may be taken against Members, and to refer Members to be disciplined by the LTA where so required by the Rules and Regulations of the LTA.

3.6 to do all such other things as The Committee thinks fit to further the interests of all or any of objects of The Club.

MEMBERSHIP

4.1 Membership of The Club shall be open to anyone interested in the sport on application regardless of sex, age, ability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, membership may be declined on a non-discriminatory basis if:

(a) additional membership would result in the Capacity of Facilities being exceeded.

(b) in the view of The Committee, acceptance of membership would cause an unacceptable Safeguarding risk.

(c) the applicant is subject to a ban imposed by the LTA.

(d) the applicant is subject to a current membership suspension imposed by The Committee.

4.2 The Club may have different classes of membership and subscription. No class of membership shall have a membership term of more than one year, except for Life Membership.

4.3 A condition of Membership shall be that Members agree to be bound by the Rules, Regulations and Policies of The Club and of the LTA. The Committee may remove membership if conduct or character has brought, or is likely to bring, The Club or sport into disrepute in accordance with the Rules, Regulations and Policies of The Club or the LTA.

In addition, The Committee may remove Life Members who, in the opinion of The Committee have not had contact with, or visited, The Club for a period more than three years.

4.4 The Liability of The Members is limited and may not exceed one pound.

4.5 Membership fees must be paid by the Membership Due Date which is determined at the discretion of The Committee. If a Member fails to pay the fee by the Membership Due Date, then membership rights will cease immediately.

NON-PROFIT MAKING

5. All surplus income or profits of The Club are to be reinvested in The Club. No surpluses or assets will be distributed to The Members or third parties.

GENERAL MEETINGS

6.1 The Annual General Meeting of The Club shall be held at such time and place as The Committee shall appoint.

6.2 The Committee may, whenever it thinks fit, convene a General Meeting of The Club provided a majority of a quorate committee meeting vote in favour.

6.3 A General Meeting will also be convened by The Committee upon a request made in writing by The Members of The Club provided:

(a) The Members requesting the meeting represent at least five percent of the total voting rights of all The Members of The Club.

(b) the request must state the objectives and resolutions of the meeting and must be signed by those requesting the meeting and sent to the Secretary of The Club.

(c) each accompanying document is signed by one or more of The Members requesting the meeting.

If The Committee does not convene a General Meeting within twenty-one days from the date of the deposit of the request, The Members requesting the meeting, or any of them representing more than one half of the total voting rights of all of them, may themselves convene such Meeting, but any Meeting convened must be held within three months from the said date.

6.4 Minutes of all General Meetings must be made and published to Members within 30 days of the meeting taking place.

NOTICE OF GENERAL MEETINGS

7.1 General Meetings of The Club shall be called with at least fourteen days' notice. Such notices shall be sent to Members but, for the avoidance of doubt, not to any person enjoying any other category of membership of The Club. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The provisions as to notices generally set out in these Articles shall apply.

7.2 A notice will also be placed on a notice board within the clubhouse.

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

PROCEEDINGS AT GENERAL MEETINGS

8.1 The business of an Annual General Meeting shall be to:

- (a) receive and consider the report of The Chair.
- (b) receive and adopt the annual accounts.
- (b) elect Members of The Committee.
- (c) elect Accountants.
- (d) vote on any other resolutions as The Committee determines.

Other Committee reports may be submitted for review at the discretion of The Committee.

8.2 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, and such quorum shall consist of not less than one tenth of all Members of The Club or 10 Members, whichever is lower, personally present or, at the discretion of the Chair, virtually present.

8.3 If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to a date and time as determined by The Committee but must be between seven and 14 days of the original meeting; and if at such adjourned Meeting a quorum is not present, those Members who are present shall be deemed to be a quorum and may do all business which a full quorum might have done.

8.4 The Chair of The Club shall preside at every General Meeting of The Club. If there is no such Chair, or if at any Meeting, is not present within fifteen minutes after the time appointed for holding the Meeting or shall be unwilling to preside, the Vice Chair of The Committee shall preside, or, in their absence or refusal, The Members present shall choose one of The Committee present to be Chair. If no Member of The Committee shall be present and willing to take the chair The Members present shall choose one of their number to be Chair.

8.5 The Chair may, with the consent of the Meeting, adjourn any 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. When a Meeting is adjourned, notice of the adjourned Meeting shall be given as in the case of an original Meeting.

8.6 A resolution put to the vote of the General Meeting shall be decided by poll with the exception of elections to The Committee which shall be governed in accordance with Articles 11.2, 11.3 and 11.5.

8.7 Every Member shall be entitled to vote but must be present at the meeting or attend virtually, at the discretion of the Chair, or by Proxy. The document appointing a Proxy shall be in a format approved by The Committee from time to time but should contain the following information:

Name, address, name of Proxy, voting intention on any Resolutions or instruction to Proxy to vote on their behalf at the meeting, date and signature.

The signed instruction must be delivered by post or electronically in the form of an unaltered scanned copy or photograph of the signed instruction to The Secretary at least 48 hours prior to the start of the meeting.

The poll shall be taken in such manner as the Chair directs, and the result of the poll shall be deemed to be the resolution of the Meeting. An entry to that effect in the Meeting minutes shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

8.8 In the case of an equality of votes, the Chair of the Meeting shall be entitled to a second or casting vote.

VOTES OF MEMBERS

9. Every Member shall be entitled to one vote at any General Meeting.

DECISION OF CHAIR ON OBJECTIONS TO BE FINAL

10. Any objection made to the conduct of any proceedings at a General Meeting shall be referred to the Chair of the Meeting whose decision shall be final and conclusive.

THE COMMITTEE

11.1 Until otherwise determined by The Club at an Annual General Meeting, The Club shall be managed by The Committee consisting of a Chair, Secretary, Treasurer and at least five other members. Extra Members may be determined from time to time by The Committee and at least Three of The Committee should also be Directors of The Club.

All The Committee must retire at the Annual General Meeting and shall be elected by ballot in accordance with Articles 11.2, 11.3 and 11.5. Each Committee member will retire separately, not as a collective, and the vacant committee position will be elected in turn, to ensure that The Club is not without appropriate officers at any time.

11.2 No Member shall be elected at any Annual General Meeting to be a member of The Committee unless he shall be proposed by one Member in writing and seconded by another Member, and such proposal shall be left with the Secretary at least seven days before the time fixed for the holding of the Meeting; but this provision shall not apply to a member of The Committee who offer themselves for re-election.

11.3 At the Annual General Meeting, election of members to committee positions shall:

(a) for all positions with only one nominee, be deemed elected.

(b) in the event of there being more than one nominee, be by ballot. The ballot will contain a list of candidates, together with their personal statement of up to 100 words and shall be distributed to The Members with the Notice of General Meeting as specified in Articles 7.1 and 7.2. In the event of a tie between candidates, the Chair of the Meeting shall decide by the toss of a coin.

11.4 No Member can be a member of The Committee for more than seven consecutive years except in the circumstances where no other nominations are present.

11.5 Removal of any member of The Committee, and as a Director of The Club if they are such, before the expiration of their period of office, must be through an Extraordinary Resolution passed at a General Meeting. The Committee may co-opt another Member in their stead.

POWERS OF THE COMMITTEE

12. The business of The Club shall be managed by The Committee who may exercise all the powers of The Club subject to the provisions of The Act, the Memorandum and Articles of Association of The Club, and to any directions given by special resolution and provided that:

- (a) The Committee shall not, without the prior approval by Resolution of The Members at a General Meeting, incur capital expenditure in excess of £15,000 on any single project (or such other amount as The Club may from time to time direct by ordinary resolution.) Any such approval granted by members, shall be valid for eleven months.
- (b) The Committee shall not, without the approval by Resolution of The Members at a General Meeting, incur loans which result in Total Loans being in excess of £10,000 (or such other amount as The Club may from time to time direct by ordinary resolution.)
- (c) The Committee shall not authorise the sale of any tangible property belonging to The Club, or the demolition of any stone or brick-built building, without the approval by Resolution of The Members at a General Meeting.

No alteration of the Memorandum or Articles shall invalidate any prior act of The Committee which would have been valid if that alteration had not been made.

SPECIFIC POWERS OF THE COMMITTEE

13. Without prejudice to the general powers conferred by Article 12, The Committee shall have power:

- (a) to pay the costs, charges and expenses incidental to the promotion, maintenance and registration of The Club.
- (b) to purchase, hire or otherwise acquire for the purposes of The Club any tangible property.
- (c) to borrow money with or without security and upon such terms as The Committee may decide subject to Article 12(a).
- (d) 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 to vary such investments.
- (e) to enter into such contracts and do all such acts and things as they may think expedient for the purposes of The Club.
- (f) to appoint Sub-Committees and to co-opt onto such Sub-Committees any Members as they may think fit.
- (g) to appoint Members to The Committee if a committee position is vacant following an Annual General Meeting or in the case of a Committee Member resigning prior to an Annual General Meeting.
- (h) to discipline members in accordance with The Clubs Rules, Policies and Regulations which may include to expel any member of The Club who shall forfeit all claim to a return of the money paid by him and shall cease to be a member of The Club.
- (i) to appoint any Member to the position of Life Member of The Club provided the total number of Life Members remains at five percent, or below, of the total number of Members. Granting a life membership that would result in Life Members exceeding five percent of the total number of members, must be done by resolution at a General Meeting.
- (j) to determine, amend and publish Rules, Byelaws and Policies from time to time in line with guidance from the LTA provided that no Rule, Regulation or Policy is made which would

amount to an addition or alteration of The Articles which can only be legally made by Special Resolution at a General Meeting.

(k) to determine court use and schedules that include social play, competitive play (including the number of teams entered into local or national leagues or competitions against other clubs), tournaments and coaching.

(l) to determine categories of membership, specify the rights and entitlements of each category, and to fix the level of annual subscriptions for each category of membership from time to time.

(m) to determine the opening and closing times of The Clubhouse and premises, and the permitted hours for supplying alcohol in accordance with the relevant licencing laws.

(n) to appoint Members as team captains in a way they deem fit and set the Match Fee payable.

DISQUALIFICATION OF MEMBERS OF THE COMMITTEE

14. The office of a Member of The Committee shall be vacated:

(a) if they cease to be a Member of The Club; or

(b) if they absent themselves from The Committee Meetings for a period of six months without special leave of absence from the other Members of The Committee; or

(c) if they give The Committee one calendar months' notice in writing that they resign their office; or

(d) if they become bankrupt or make any arrangement or composition with their creditors generally; or

(e) if they become prohibited from being a Board member by reason of any order made under the Companies Act 2006 or the Insolvency Act 2005.

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 have been served upon The Committee or a Minute has been recorded stating that such Member of The Committee has ceased to be a Member of The Committee of The Club.

MEMBERS ACTING UNDER DIRECTION OF THE CLUB

15. Any representative or Officer or Member of The Club undertaking, with the sanction of The Committee or of The Club assembled in any General 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 them in connection with such business or matter.

PROCEEDINGS OF COMMITTEE

16.1 Until varied by special resolution of The Club, five members of The Committee shall constitute a quorum.

16.2 The Committee shall meet for the dispatch of business, adjourn, and otherwise regulate their Meetings as they shall think fit. Questions arising at any Meeting may be decided by a majority of votes. In case of an equality of votes the Chair shall have a second or casting vote. A Member of The

Committee may at any time summon a Meeting of The Committee giving at least seven days' notice. It shall not be necessary to give any notice of a Meeting of The Committee to any Member thereof who is absent from the United Kingdom.

16.3 If at any committee meeting the Chair is not present within fifteen minutes after the time appointed for holding the same, The Members of The Committee present shall choose one of their number to be Chair of the Meeting.

16.4 The Committee may appoint, and delegate any of their powers to, Sub-Committees. Any such Sub-Committee shall, in the exercise of the powers delegated, conform to any regulations that may be imposed by The Committee. The regulations herein contained for the Meetings and proceedings of The Committee shall, so far as not altered by any regulations made by The Committee, apply also to the Meetings and proceedings of any Sub-Committees.

16.5 All acts done by any Meeting of The Committee or of a Sub-Committee, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Committee or persons acting as aforesaid, or that they or any of them were disqualified, shall be as valid as if every such person had been duly appointed and was qualified to be a Member of The Committee.

16.6 The decision of The Committee in all cases of dispute as to their proceedings under these Articles and the rules shall in all cases be final.

MINUTES

17.1 The Committee shall cause Minutes to be made electronically, printed or written form, and shall record:

- (a) the names of The Committee present at each meeting of The Committee and of any Sub-Committee and date of meeting.
- (b) all resolutions and proceedings at all Meetings of The Club and at all Meetings of Committees and of Sub-Committees. And any such Minute of Meeting, if approved by The Committee of such Meeting or approved by The Committee of the next succeeding Meeting, shall be conclusive evidence without any further proof of the facts therein stated.

17.2 A resolution in writing, voted on by all The Members of The Committee and minuted, shall be as effective for all purposes as a resolution passed at a Meeting of The Committee duly convened, held, and constituted.

ACCOUNTS

18.1 The Committee shall cause proper Books of Account to be kept with respect to:

- (a) all sums of money received and expended by The Club and the matter in respect of which the receipt and expenditure takes place.
- (b) all sales and purchases of goods by The Club.
- (c) the assets and liabilities of The Club.

18.2 The Books of Account shall be kept with the Treasurer or at such other place or places as The Committee may determine. The Committee shall from time to time by resolution determine whether and to what extent and at what times and places and on what conditions the books and accounts of The Club, or any of them, shall be open to the inspection of The Members. The Members shall have only such rights of inspection as are given to them by statute under company law or by such resolution as aforesaid.

18.3 At the Annual General Meeting The Committee shall lay before The Club a balance sheet and an account of income and expenditure for the period since the preceding account.

18.4 A copy of such balance sheet, and account of income and expenditure, shall be sent to every Member with the notice calling the Annual General Meeting either by post or email and shall be accompanied by a report by The Chair upon the general state of The Club and may be accompanied by other reports as The Committee see appropriate.

18.5 Financial Statements shall be prepared by suitably qualified accountants in accordance with the provisions of the Act.

COMMUNICATIONS GENERALLY

19. Any documents or information to be sent or supplied by or to The Club may be sent or supplied in hard copy form, in electronic form or by means of a website to the extent permitted by the Act and these articles.

NOTICES

20.1 A notice may be given by The Club to any Member either by hand, sending it by post to their registered address within the United Kingdom or by electronic means.

20.2 Where a document or information is sent or supplied by post, delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted, irrespective of the class or type of post used.

20.3 Where a document or information is sent or supplied by hand, or by electronic means to an address specified for the purpose by the intended recipient, delivery shall be deemed to be effected on the same day on which it is sent or supplied.

20.4 A Member who has not supplied to The Club an address in the United Kingdom for the giving of notices to him or a valid email address, and has therefore not received a notice, shall not invalidate that notice of The Club.

DIVIDENDS, BONUSES AND SALARIES

21. The income and property of The Club shall be applied solely towards the promotion of its objects as set out above and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members of The Club and no Director of The Club shall be paid by salary or fees or receive any remuneration from The Club for discharging their duties.

WINDING UP

22.1 A Resolution to dissolve The Club must be proposed only at an Extraordinary Meeting and shall be passed only if votes match or exceed three quarters of the Members voting.

22.2 If The Club shall be wound up, the assets remaining, after payment of the debts and liabilities of The Club and the costs of the liquidation, shall not be paid to or distributed among The Members of The Club. Upon dissolution of The Club any remaining assets shall be given or transferred to another registered CASC, a registered charity, or the sport's governing bodies for use by them in related community sports.

DECLARATION OF INTERESTS AND CONFLICTS OF INTEREST

23.1 A Member of The Committee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with The Club or in any

transaction or arrangement entered into by The Club which has not previously been declared. A Member of The Committee must absent themselves from any discussions of The Committee in which it is possible that a conflict will arise between their duty to act solely in the interests of The Club and any personal interest (including but not limited to any personal financial interest).

23.2 If a conflict of interest arises for a Member of The Committee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted Members of The Committee may authorise such a conflict of interest where the any of the following conditions apply:

23.2.1 the conflicted Member of The Committee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person.

23.2.2 the conflicted Member of The Committee does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

23.2.3 the unconflicted Members of The Committee consider it is in the interests of The Club to authorise the conflict of interests in the circumstances applying.

23.2.4 the conflict of interest arising, because of a duty of loyalty owed to another organisation or person, only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Member of The Committee.

23.3 All acts done by a meeting of The Committee or of a subcommittee, shall be valid despite the participation in any vote of a Member of The Committee who:

(a) was disqualified from holding office; or

(b) had previously retired or who had been obliged by the constitution to vacate office; or

(c) was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

(d) the vote of that Member of The Committee; and

(e) that Member of The Committee being counted in the quorum;

the decision was made by a majority of The Members of The Committee at a quorate meeting.