

Leverstock Green Lawn Tennis Club Limited

Articles of Association



The Companies Act 2006

Company limited by guarantee and not having a share capital

Articles of Association

of

Leverstock Green Lawn Tennis Club Limited

1 Name

- 1.1 The name of the company is Leverstock Green Lawn Tennis Club Limited (**Club**).

2 Registered office

- 2.1 The registered office of the Club is in England and Wales.

3 Objects

- 3.1 The objects of the Club (**Objects**) are:

- 3.1.1 principally to provide facilities for Tennis and generally to promote, encourage, develop and facilitate the playing of Tennis in the area of Hemel Hempstead and amongst the community;
- 3.1.2 to provide and maintain, clean and keep safe the Premises and Equipment for the use of its playing members;
- 3.1.3 to provide other ordinary benefits of an amateur sports club as set out in the Part 13 Chapter 9 of the Corporation Tax Act 2010 including without limitation provision of suitably qualified coaches, coaching courses, insurance, medical treatment and post-match refreshments;
- 3.1.4 to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- 3.1.5 to affiliate to Herts LTA (and by doing so affiliate to the LTA) and to comply with and uphold the rules and regulations of Herts LTA and the LTA as amended from time to time and the rules and regulations of any both to which the LTA is affiliated;
- 3.1.6 to acquire, establish, own and operate in a safe manner for the members' benefit the tennis court facilities of the Club together with the buildings, easements, fixtures and fittings and accessories as shall be thought advisable;
- 3.1.7 to do all such things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the Objects.

4 Powers

- 4.1 The Club has the power to do anything within the law which may promote or may help to promote all or any of the Objects including (but without limitation) the power to:
- 4.1.1 to borrow money including entering into any derivative arrangement;
- 4.1.2 to give security for loans, grants and other obligations over the assets of the Club;

- 4.1.3 to acquire, rent or hire property of any kind;
 - 4.1.4 to sell, let, license, mortgage or dispose of property of any kind;
 - 4.1.5 to employ paid or unpaid agents, staff or advisors;
 - 4.1.6 to enter into contracts to provide services to or on behalf of other bodies;
 - 4.1.7 to establish, support or acquire subsidiary companies;
 - 4.1.8 to pay the costs of forming the Club;
 - 4.1.9 to open and operate bank accounts and banking facilities;
 - 4.1.10 to enter into any licence or sponsorship agreement;
 - 4.1.11 to enter into any contract or agreement (including any finance lease).
- 4.2 The income and property of the Club shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, by way of distribution, bonus or otherwise by way of profit to the Members of the Club or third parties other than to registered community amateur sports clubs or charities. No Member shall be paid a salary, bonus fee or other remuneration for playing for the Club.
- 4.3 Nothing in Article 4.2 shall prevent the payment in good faith by the Club:
- 4.3.1 to any Director, committee or sub-committee member of reasonable and proper out-of-pocket expenses;
 - 4.3.2 of interest on money lent by a member of the Club or its Directors at a commercial rate of interest;
 - 4.3.3 of reasonable and proper rent for premises demised or let by any member of the Club or by any Director; or
 - 4.3.4 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Club.

5 Limited liability

- 5.1 The liability of the Members is limited to £1, being the amount each Member undertakes to contribute to the Club's assets if the Club shall be wound up while they are a Member, or within one year after they cease to be a Member, for payment of the Club's debts and liabilities contracted before they cease to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

6 Membership

- 6.1 The Club must maintain a register of Members.
- 6.2 The Members of the Club shall be:
- 6.2.1 the subscribers to the Memorandum; and
 - 6.2.2 the Directors from time to time appointed in accordance with Articles 9 and 10.6 below.

- 6.3 Every Member shall sign a written consent to become a Member.
- 6.4 Membership is terminated if the Member concerned:
- 6.4.1 gives written notice of resignation to the Club;
 - 6.4.2 dies; or
 - 6.4.3 makes an arrangement or composition with their creditors; or
 - 6.4.4 being a Member by virtue of holding office as a Director appointed in accordance with these Articles, ceases to be a Director.
- 6.5 Membership of the Club is not transferable.
- 6.6 The Directors may create associate or other classes of non-voting membership in accordance with any criteria or rules set out by the Directors from time to time, provided that such members shall not be Members of the Club for the purposes of the Act and accordingly such membership shall not bestow upon any such member the right to attend or vote on any matter at any general meeting of the Club.

7 Playing members

Admittance of playing members

- 7.1 Individuals may be admitted as playing members of the Club in accordance with such rules or regulations as the Board may determine from time to time. For the avoidance of doubt the playing members will not be Members of the Club for the purposes of the Act and their playing membership shall confer only the rights (subject always to the obligations) provided for by or specified in accordance with such rules or regulations as the Board may determine from time to time.
- 7.2 For the avoidance of doubt, playing membership is open to all without discrimination and may only be refused where admission to playing membership would be contrary to the best interests of the sport or the good conduct and interests of the Club and no person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. A person may appeal against a decision to refuse playing membership by notifying the Board who shall put the matter to a Voting Playing Members Meeting for it to be decided by a majority vote of the Voting Playing Members present and voting at such meeting.

Subscriptions

- 7.3 The Board may from time to time fix the level of Subscriptions and other fees to be paid by playing members provided that the Board shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the Club and the level of Subscriptions proposed are ratified by at least a majority the Voting Playing Members present and voting at an AGM or Voting Playing Members Meeting.
- 7.4 The Board may also from time to time determine discount arrangements relating to Subscriptions and any such arrangements shall be ratified by at least a majority of the Voting Playing Members present and voting at an AGM or Voting Playing Members Meeting.
- 7.5 An individual admitted as a playing member of the Club shall not be entitled to any privileges of the Club until two days have passed since their application for playing membership was submitted, whether or not they are admitted as a playing member before

those two days have lapsed, and provided always that the individual has paid the relevant Subscription.

- 7.6 Any playing member whose Subscription is more than three months in arrears shall be deemed to have resigned their membership of the Club.
- 7.7 Subscriptions shall be due on 1 March each year.
- 7.8 For individuals admitted as playing members of the Club mid-year, the Board may, at its discretion, accept a reduced Subscription for the remaining part of the year.
- 7.9 The Board may, at its discretion, refund the Subscription (or part of it) of a playing member who becomes unable to use the Club's facilities for a substantial part of the year as a result of injury, illness or departure from the district or, in the event of the death of a playing member, the Board may agree to refund the Subscription (or part of it) to the individual's next of kin.

Resignation of playing members

- 7.10 A playing member may resign their membership of the Club by giving at least 28 clear days' notice to the Secretary. Club Membership shall not be transferable in any event and shall cease immediately on the death of the playing member or on the failure of the playing member to comply or to continue to comply with any condition of playing membership set out in any rules or regulations determined by the Board from time to time.

Expulsion of playing members

- 7.11 The Board may approve and, from time to time, review a disciplinary policy for playing members.
- 7.12 The Board shall have the power to terminate or suspend the membership of any playing member or to exclude any playing member or visitor whom it considers guilty of a breach of any rules or regulations relating to playing members determined by the Board from time to time or of misconduct or offensive behaviour to any other playing member, visitor or employee, whether on the Club's Premises or during participation in the Club's activities elsewhere. Any Director may recommend to the Board that any playing member or visitor whom they consider to be guilty of any such breach of the rules or regulations or of misconduct or offensive behaviour towards any playing member, visitor or employee on the Club's Premises or during participation in the Club's activities elsewhere.
- 7.13 A playing member shall not be expelled from the Club unless they have been given at least 14 days' written notice of the meeting of the Board at which their expulsion shall be considered and written details of the complaint made against them.
- 7.14 The playing member shall be given an opportunity to make written representations and/or to appear before the Board and at any such meeting to be accompanied by a representative or friend who may answer the complaints made against the playing member and to cross-examine any witnesses on behalf of the playing member. The playing member must not be expelled unless at least two-thirds of the Board then present vote in favour of the expulsion of the playing member.
- 7.15 Any person ceasing to be a playing member forfeits all right to and claim upon the Club, its property and funds and they have no right to the return of any part of their Subscription. The Board may refund an appropriate part of the Subscription of the resigning playing member if the Board considers it appropriate taking into account all of the circumstances.

8 General meetings

- 8.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 8.2 A general meeting may be called at any time by the Directors and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
- 8.3 Playing members who are not Members may be invited to attend and may speak at a general meeting of the Club but they shall not be entitled to vote.

Quorum

- 8.4 There is a quorum at a general meeting if four of the Members entitled to attend and vote at that meeting are present in person or by proxy.
- 8.5 If within 15 minutes after the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes after the time appointed for holding the meeting the Members present in person or by proxy shall be a quorum.

Chair

- 8.6 The Chair or (if the Chair is unable or unwilling to do so) some other Director elected by those present shall preside as chair at a general meeting. The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine.

Voting

- 8.7 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by:
- 8.7.1 the Chair;
 - 8.7.2 at least two Members entitled to vote on the resolution present in person or by proxy;
 - 8.7.3 a Member or Members representing at least ten percent of the total voting rights of all of the Members entitled to vote on the resolution present in person or by proxy.
- 8.8 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting 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.
- 8.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 8.10 A poll shall be taken as the Chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.11 A poll demanded on the election of a Chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.
- 8.12 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 8.13 Every Member present in person or by proxy shall have one vote.
- 8.14 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting whose decision is final.

Proxy notices

- 8.15 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 8.15.1 states the name and address of the Member appointing the proxy;
 - 8.15.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 8.15.3 is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the Directors may determine; and
 - 8.15.4 is delivered to the Club in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 8.16 The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 8.17 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 8.18 Unless a proxy notice indicates otherwise, it must be treated as:
- 8.18.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 8.18.2 by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 8.19 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.

- 8.20 An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 8.21 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 8.22 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Written resolutions

- 8.23 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

Requirement for general meetings and written resolutions

- 8.24 For the avoidance of doubt, general meetings and written resolutions of the Members shall only be required where the Club is required to pass an ordinary resolution or special resolution in accordance with the Act and any decisions to be taken by the Members shall be subject always to the provisions of these Articles.

9 Reserved Matters

- 9.1 Notwithstanding the provisions of the Act and these Articles, the following matters shall require the prior approval of at least a majority of the Voting Playing Members at a Voting Playing Members Meeting:
- 9.1.1 the removal of a Director;
 - 9.1.2 any disposal (which shall include any mortgage, charge or pledge or the creation of any other interest by way of security or the grant of any option) of the whole or any part of the Site or the Club's assets;
 - 9.1.3 any application for planning consent, change of use or any other change relating to the Site to any local authority, governmental agency or body exercising similar responsibilities and powers;
 - 9.1.4 the acquisition of any additional land or buildings or rights to or in real property or the alteration, removal or demolition of any structures or facilities on the Site required for the provision of the Club's activities;
 - 9.1.5 the grant of any lease, licence, tenancy or other right to occupy the Site or any part of it, or the termination or extension of any such rights that may previously have been approved by the Club; and
 - 9.1.6 the filing or commencement on behalf of the Club of any claim, proceedings or application for judicial intervention in respect of the Site or the operation of the Club.
- 9.2 Any changes to the level of Subscriptions or discounts proposed by the Board in accordance with Articles 7.3 and 7.4 above, or any changes to the categories of Club Membership, shall

be ratified by at least a majority of the Voting Playing Members present and voting at an AGM or Voting Playing Members Meeting.

10 Annual General Meeting

- 10.1 The Club shall in each year hold a general meeting as its AGM in addition to any other general meetings which may be held in that year. Not more than 15 months shall elapse between the date of one AGM and the AGM held in the following year.
- 10.2 Voting Playing Members shall be invited to attend each AGM and shall be entitled to vote on such matters to be considered by the meeting as directed by the chair of the meeting, including (but not exclusively) the election of the President, Officers and Committee Chairs.
- 10.3 The following business shall be transacted at the AGM:
- 10.3.1 the receipt of the Chair's and other Officers' reports on the activities of the Club during the previous year;
 - 10.3.2 the receipt and consideration of the accounts of the Club for the previous year and the Treasurer's report as to the financial position of the Club;
 - 10.3.3 the election of the President, Officers and Committee Chairs from amongst the Voting Playing Members;
 - 10.3.4 the election of members of any committee established from time to time by the Board (except for the Committee Chairs);
 - 10.3.5 the consideration of any resolution proposed to the AGM;
 - 10.3.6 the consideration of any other matters which the Board determines.
- 10.4 An individual elected as an Officer or a Committee Chair (as the case may be) shall be eligible for re-election at each AGM, provided that they can continue to satisfy HMRC's fit and proper person test.
- 10.5 Any member of a committee established from time to time by the Board shall be eligible for re-election at each AGM.
- 10.6 Nominations for Officers, Committee Chairs and other members of committees of the Board must be received by the Secretary at least seven days prior to the AGM, except for nominations for vacant positions which shall be taken at the AGM.

11 Voting Playing Members Meetings

- 11.1 Voting Playing members are entitled to attend Voting Playing Members Meetings.
- 11.2 Voting Playing Members Meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Voting Playing Member entitled to receive notice shall not invalidate the proceedings at that meeting.
- 11.3 A Voting Playing Members Meeting may be called at any time by the Directors and must be called within 21 days of a written request from the Voting Playing Members.
- 11.4 There is a quorum at a Voting Playing Members Meeting if 30 of the Voting Playing Members entitled to attend and vote at that meeting are present in person.
- 11.5 If within 15 minutes after the time appointed for the holding of a Voting Playing Members Meeting a quorum is not present, the meeting will be adjourned to such other day and at

such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes after the time appointed for holding the meeting, the Voting Playing Members present in person shall be a quorum.

- 11.6 The Chair or (if the Chair is unable or unwilling to do so) some other Director elected by those present shall preside as chair at a Voting Playing Members Meeting. The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine.
- 11.7 A resolution put to the vote of a Voting Playing Members Meeting will be decided on a show of hands.
- 11.8 Every Voting Playing Member present in person shall have one vote.

12 The Directors

- 12.1 The Directors have control of the Club and its property and funds.
- 12.2 The Board shall be composed of:
- 12.2.1 the Officers; and
 - 12.2.2 the Committee Chairs.
- 12.3 No person shall take office as a Director:
- 12.3.1 unless they are a natural person and not a body corporate;
 - 12.3.2 unless they are aged 18 or over;
 - 12.3.3 unless they are a Voting Playing Member;
 - 12.3.4 if they are employed by the Club; or
 - 12.3.5 in circumstances such that, had they already been a Director, they would cease to hold office under the provisions of Article 12.6.
- 12.4 Every Director shall sign a written consent to become a Director and agree to be bound by these Articles, the Rules and the Disciplinary Code (such agreement to contain an express acknowledgement of the Contracts (Rights of Third Parties) Act 1999 applies and the LTA and the Club can enforce any breach of the Rules and the Disciplinary Code at its option and sole discretion).
- 12.5 The Board may fill any vacancy that may occur during the year prior to the next AGM. Any individual appointed to fill a vacancy on the Board shall hold office until the next AGM but shall be eligible for election at that AGM.
- 12.6 A Director's appointment automatically terminates if they:
- 12.6.1 are disqualified under the Act from acting as a company director;
 - 12.6.2 have become physically or mentally incapable of acting as a Director and may remain so for more than three months, in the written opinion of a registered medical practitioner who is treating that person;
 - 12.6.3 are absent from three consecutive meetings of the Board without the consent of the Directors and the Directors resolve that his or her office is vacated;

- 12.6.4 are removed as a Director by the Members pursuant to the Act;
 - 12.6.5 resigns by written notice to the Directors (provided that at least four Directors will remain in office);
 - 12.6.6 cease to be able to satisfy HMRC's fit and proper person test;
 - 12.6.7 cease to hold office as an Officer or a Committee Chair (as the case may be);
 - 12.6.8 becomes bankrupt, has an interim receiving order made against them, makes any arrangement or compounds with their creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement;
 - 12.6.9 are or have been convicted of an offence and the Directors shall resolve that it is undesirable in the interests of the Club that they remain a Director of the Club;
 - 12.6.10 are suspended from holding office or from taking part in any activity relating to the administration or management of the Club by the Herts LTA or the LTA; or
 - 12.6.11 receive a request for their resignation from at least two-thirds of the Directors.
- 12.7 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting of the Board.

13 Proceedings of the Board

- 13.1 The Board of Directors shall meet as often as the Board considers fit provided that there shall be not less than 10 meetings each year.
- 13.2 The Board of Directors may regulate its meetings as it thinks fit. Any Director may call a meeting of the Board by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice provided that:
- 13.2.1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;
 - 13.2.2 such notice must be given to each Director, but need not be in writing; and
 - 13.2.3 such notice need not be given to Directors who waive their entitlement to notice of that meeting by giving notice to that effect to the Club not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).
- 13.3 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be four. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Club recognised by the relevant insolvency, company, or property legislation as from time to time in force, provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.
- 13.4 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Directors in which all Directors participating in the meeting may communicate with all

the other participants. If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

- 13.5 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present will preside as chair at each meeting.
- 13.6 Subject to Article 13.8, every decision of the Directors shall be by a simple majority of the votes cast at a meeting.
- 13.7 Every Director has one vote on each issue except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the Chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).

Decisions without a meeting

- 13.8 The Directors may take a unanimous decision without holding a Directors' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in writing. A decision made in accordance with this Article 13.8 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:
 - 13.8.1 approval from each Director must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Director nominated in advance by the Directors for that purpose (**Recipient**);
 - 13.8.2 following receipt of the response from all of the Directors, the Recipient shall communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 13.8;
 - 13.8.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
 - 13.8.4 the Recipient prepares a minute of the decision and circulates it to the Directors and the Secretary.
- 13.9 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

14 Powers of Directors

- 14.1 The Directors have the following powers in the administration of the Club:
 - 14.1.1 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of committees;
 - 14.1.2 to make standing orders and regulations consistent with these Articles and the Act to govern the administration of the Club;
 - 14.1.3 to exercise any powers of the Club which are not reserved to a general meeting or Voting Playing Members Meeting (as the case may be).

14.2 For the avoidance of doubt, nothing in any rules and regulations made by the Directors under Articles 14.1.1 and 14.1.2 shall prejudice the Club's status as a community amateur sports club under Part 13 Chapter 9 of the Corporation Tax Act 2010.

14.3 The Board of Directors may by a unanimous resolution change the name of the Club.

15 **Delegation**

15.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Directors think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Directors' powers by any person to whom they are delegated.

15.2 The Board may also delegate to any committee consisting of two or more individuals, any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Directors or it is ratified by the Board) provided that:

15.2.1 all proceedings of every committee must be reported promptly to the Directors; and

15.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

15.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

16 **Directors' remuneration**

16.1 The Club shall not pay any Director any remuneration in relation to their role on the Board.

16.2 The Club shall not employ any Director of the Club to provide any services outside the scope of the ordinary duties of a Director.

17 **Directors' expenses**

17.1 The Club may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

17.1.1 meetings of the Board or committees of the Board; or

17.1.2 general meetings; or

17.1.3 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

18 **Conflicts of interest**

18.1 Subject to Article 18.2, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Club in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

18.2 The prohibition under Article 18.1 shall not apply when:

- 18.2.1 the Board approves the Director counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest;
 - 18.2.2 the Director need not declare an interest pursuant to sections 177 or 182 of the Act;
or
 - 18.2.3 the Director's conflict of interest arises from their office as a director of the Club.
- 18.3 For the purposes of this Article 18, references to proposed decisions and decision-making processes include any meeting of the Board or part of a meeting of the Board.
- 18.4 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question is to be decided by a decision of the Directors at that meeting, for which the Director is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 18.5 A Director may vote, and count towards the quorum, in regard to any transaction or arrangement in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Club only where such matter has been authorised by the Board in accordance with section 175 of the Act.

19 **Records and accounts**

- 19.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
- 19.1.1 annual reports;
 - 19.1.2 annual returns; and
 - 19.1.3 annual statements of account.
- 19.2 The Directors must keep proper records of:
- 19.2.1 all proceedings at general meetings;
 - 19.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);
 - 19.2.3 all reports of committees; and
 - 19.2.4 all professional advice obtained.
- 19.3 Accounting records relating to the Club must be made available for inspection by any Director at any reasonable time during normal office hours.
- 19.4 A copy of the Club's latest available annual statement of account must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Club's reasonable costs, within two months of such request.

20 Notices

- 20.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Directors by hand, or by post or by suitable electronic means.
- 20.2 A technical defect in the giving of notice of a meeting of which the Directors are unaware at the time does not invalidate decisions taken at that meeting.
- 20.3 The Club may deliver a notice or other document to a Member by:
- 20.3.1 delivering it personally to the Member;
 - 20.3.2 post or hand delivery to the Member's address shown in the register of Members;
 - 20.3.3 electronic mail to an address notified by the Member in writing; or
 - 20.3.4 by means of a website in accordance with Articles 20.4 and 20.5.
- 20.4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Club to agree to receive notices, resolutions, documents and information through a website and the Club has not received a response within the period of 28 days beginning with the date on which the Club's request was sent. A Member is not taken to have so agreed if the Club's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.
- 20.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 20.3.1, 20.3.2 or 20.3.3 of:
- 20.5.1 its presence on the website;
 - 20.5.2 the address of the website;
 - 20.5.3 the place on the website where it may be accessed; and
 - 20.5.4 how to access it.
- 20.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 20.5 in accordance with the relevant provisions of 20.7.
- 20.7 Subject to Article 20.6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received:
- 20.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 20.7.2 two clear days after being sent by first class post to that address;
 - 20.7.3 three clear days after being sent by second class or overseas post to that address;

20.7.4 on being handed to the Member personally; or, if earlier

20.7.5 as soon as the Member acknowledges actual receipt.

21 Indemnity

21.1 The Club may indemnify any Director against any liability properly incurred by him or her in that capacity, to the extent permitted by the Act.

22 Amendment of these Articles

22.1 No amendment to these Articles shall be adopted by special resolution of the Members except with the prior approval of the Voting Playing Members.

23 Dissolution

23.1 Any decision to wind up or dissolve the Club shall be taken by the Voting Playing Members at a Voting Playing Members meeting and shall require the approval of at least 75% of the Members present and voting.

23.2 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members of the Club (or the Voting Playing Members), but shall be transferred to:

23.2.1 one or more companies established for purposes which the Voting Playing Members consider are within, the same or similar to the Objects and whose articles of association contain provisions which are the same or similar to the provisions of Articles 4.2, 4.3 and 22 and (subject thereto); or

23.2.2 one or more other bodies established for exclusively charitable purposes which the Voting Playing Members consider are within, the same as or similar to the Objects.

24 Model Articles

24.1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Club.

25 Interpretation

25.1 In these Articles:

the Act: means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

AGM: means an annual general meeting of the Club

these Articles: means these articles of association

Board: means the board of Directors of the Club

Chair: means the Chair of the Board

Chair of the Facilities Committee: means the chair of the committee of the Board known as the "Facilities Committee"

Chair of the Playing Committee: means the chair of the committee of the Board known as the "Playing Committee"

Chair of the Social Committee: means the chair of the committee of the Board known as the "Social Committee"

Club Membership: means annual membership of the Club which shall include such categories of Club Membership as the Directors (subject to the approval of the playing members) may determine from time to time

clear day: means 24 hours from midnight following the relevant event

Committee Chairs: means together the Chair of the Facilities Committee, the Chair of the Playing Committee and the Chair of the Social Committee

Country: means the "Country" category of Club Membership

Director: means each of the Directors of the Club under the Act (and **Directors** means all of the Directors)

Disciplinary Code: means the disciplinary code of the LTA in force from time to time

Equipment: means any equipment (including the tools and machinery required to maintain it), whether owned or hired by the Club, which is used by the Club in providing services to the playing members

Head Coach: means the head coach of the Club

Herts LTA: means Hertfordshire County Lawn Tennis Association

HMRC: means Her Majesty's Revenue and Customs

LTA: means The Lawn Tennis Association

Member and **Membership** refer to the members of the Club for the purposes of, and as defined by, the Act

Membership Secretary: means the membership secretary of the Club

Memorandum: means the Club's memorandum of association

Midweek: means the "Midweek" category of Club Membership

month: means calendar month

Officers: means together the Chair, the Treasurer, the Secretary, the Membership Secretary and the Head Coach

Over 60: means the "Over 60" category of Club Membership

playing member: means a member of the Club who has paid a Subscription which entitles them to participate in the sport of Tennis played at the Club

Premises: means the land and buildings at Grasmere Close, Hemel Hempstead HP3 8QZ from which the Club operates

President: means the president of the Club

Rules: means the rules of the LTA in force from time to time

Secretary: means the secretary of the Club

Senior: means the "Senior" category of Club Membership

Site: means the Club's premises situated at Grasmere Close, Leverstock Green, Hemel Hempstead, Herts, HP3 8QZ of which part is registered at Her Majesty's Land Registry with title number HD43369

Subscription: means the annual subscription due from every individual in respect of their Club Membership which is determined by the Board from time to time

Tennis: means all forms of tennis played with a racket and ball including (but not limited to) lawn tennis, padel ball and pickleball, whether or not recognised from time to time by the Herts LTA or the LTA

Treasurer: means the treasurer of the Club

Under 25: means the "Under 25" category of Club Membership

Voting Playing Member: means an individual who holds either Country, Midweek, Over 60, Senior or Under 25 Club Membership (together the **Voting Playing Members**)

Voting Playing Members Meetings: means a meeting of the Voting Playing Members

written or in writing: refers to a legible document on paper (including a fax message) or in electronic form (including an e-mail)

year: means calendar year.

25.2 Expressions defined in the Act have the same meaning.

25.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.