

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
REDLAND GREEN LIMITED (the Club)

(Adopted by special resolution passed on 14 November 2023)

Clauses

1. Interpretation	4
2. Object	6
3. Powers	6
4. Income	7
5. Guarantee	7
6. Number and Composition of Directors	8
7. Appointing Directors	8
8. Retirement of Directors	8
9. Termination of director's appointment	9
10. Directors' general authority	9
11. Voting Members' reserve power	10
12. Directors may delegate	10
13. Committees	10
14. Directors to take decisions collectively	10
15. Unanimous Decisions	10
16. Calling a directors' meeting	10
17. Quorum for directors' meetings	11
18. Participation in directors' meetings	11
19. Chairing of directors' meetings	11
20. Casting Vote	12
21. Directors' Conflicts of Interest	12
22. Records of Decisions to be Kept	14
23. Secretary	14
24. Membership	14
25. Transfer of Membership	15
26. Expulsion of Member	15
27. Resolutions	15
28. AGM	16
29. Power to include other matters in business dealt with at AGM	16
30. Calling a general meeting	17
31. Notice of a general meeting	17
32. Persons entitled to receive notice of meetings	18
33. Attendance and speaking at general meetings	18
34. Attendance and speaking by directors and non-Members	18
35. Quorum for general meetings	18
36. Chairing general meetings	18
37. Adjournment	19
38. Votes of Voting Members	19
39. Errors and disputes	20
40. Poll Votes	20
41. Proxies	20

42. Delivery of proxy notices	21
43. Amendments to resolutions	21
44. Means of Communication to be Used.....	21
45. Rules	22
46. Change of Club Name.....	22
47. Indemnity and Insurance	22
48. Winding Up.....	23
49. Reserved Matters	23
50. Subsidiary companies.....	24

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

AGM: means an annual general meeting of the Company;

Articles: means the Club's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board or Board of Directors: means the board of directors of the Club from time to time;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

CASC: means a Community Amateur Sports Club;

CLTA: means the Avon County Lawn Tennis Association;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

Co-opted Director: has the meaning given in Article 6.2;

director: means a director of the Club and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 21, any director whose vote is not to be counted in respect of the particular matter);

ESA: means the England Squash Association;

Executive Directors: has the meaning given in Article 6.2;

Game: means the game of tennis, squash or any other rackets sports offered by the Club from time to time;

HMRC: means Her Majesty's Revenue & Customs;

Honorary Member: means a member who has been granted privileges as a Voting Member by the Board of Directors in recognition of outstanding contribution or long service to the Club and is exempt from paying a subscription;

Interested Director: has the meaning given in Article 21.1;

Non-Executive Directors: has the meaning given in Article 6.2;

Junior Member: means a Member aged 18 and under;

Life Member: means a member who has been granted the privileges of an Honorary Member for life;

LTA: means the Lawn Tennis Association;

Member: means a person who is admitted to membership of the Club by the Board of Directors in accordance with these Articles and **Membership** shall be construed accordingly (and for the avoidance of doubt the Members shall include all Voting Members);

Non-Playing Member: means a Member who is not playing the Game;

Non-Executive Directors: has the meaning given in Article 6.2;

ordinary resolution: means a resolution that is passed by a simple majority (more than 50% of the Voting Members entitled to vote) in accordance with section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Article 18;

proxy notice: has the meaning given in article 41;

Reserved Matter: has the meaning given in Article 49;

Rules: has the meaning given in Article 45;

secretary: means the secretary of the Club and any other person appointed to perform the duties of the secretary of the Club, including a joint, assistant or deputy secretary;

special resolution: means a resolution passed by a majority of not less than 75% of the Voting Members in accordance with section 283 of the Act;

Student Member: means a Member who is a full-time student;

subsidiary: has the meaning given in section 1159 of the Act;

Voting Member: has the meaning given in Article 24.7 (and **Voting Membership** shall be construed accordingly); and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **Object**

2.1 The object for which the Club is established is to:

- 2.1.1 principally provide facilities for and generally to promote, encourage and facilitate the playing of the Game amongst the community;
- 2.1.2 provide and maintain the Club's premises and Club-owned tennis equipment for the use of its Members;
- 2.1.3 provide the other ordinary benefits of an amateur sports Club;
- 2.1.4 sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- 2.1.5 take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and ESA; and
- 2.1.6 do all such other things as the Board of Directors thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this article;

3. **Powers**

3.1 In furtherance of the Objects set out in Article 2, the Board may exercise the following powers subject to the limitations contained in Articles 10 and 49 below:

- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Club;
- 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Club's property and assets;
- 3.1.3 invest and deal with the funds of the Club not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Club may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any Club, firm or person including any holding Club or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Club and to contract with any person, firm or Club to pay the same;

- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in Article 2.

4. **Income**

- 4.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects.
- 4.2 Subject to Article 4.6, no portion of the income or property of the Club shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the Members of the Club or third parties other than other registered community amateur sports clubs or charities.
- 4.3 All monies collected on behalf of the Club (such as match fees or other fees) must be handed over in full to the Club.
- 4.4 Any Member conducting business on behalf of the Club must act lawfully and in accordance with the Club Rules, policy documents and standing orders of the Club.
- 4.5 No Member shall be paid a salary, bonus fee or other remuneration by the Club for playing for the Club.
- 4.6 Nothing in these Articles shall prevent any payment in good faith by the Club of:
 - 4.6.1 reasonable and proper remuneration to any Member, officer or servant of the Club for any services rendered to the Club;
 - 4.6.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 4.6.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 4.6.4 reasonable out-of-pocket expenses properly incurred by any director.

5. **Guarantee**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- 5.1.1 payment of the Club's debts and liabilities contracted before he ceases to be a Member,
- 5.1.2 payment of the costs, charges and expenses of the winding up, and
- 5.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

6. Number and Composition of Directors

- 6.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be less than five and shall be subject to a maximum of nine.
- 6.2 The Board of Directors shall comprise the following:
- 6.2.1 up to seven executive directors (the **Executive Directors**) with responsibility for the day to day business and operation of the Club;
 - 6.2.2 up to two other directors (the **Non-Executive Directors**) whose role will be to provide independent oversight of and contribute to the Club's development and strategy;
 - 6.2.3 such other persons as the Board may from time to time in its sole discretion co-opt to the Board (the **Co-opted Directors**), provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors.
- 6.3 Any casual vacancy in the office of director may be filled by the Board of Directors and the person shall hold office until the next AGM after such appointment when he or she shall retire but may be re-appointed by the Voting Members at such AGM.

7. Appointing Directors

- 7.1 Subject to Articles 7.2 and 7.4, all Executive and Non-executive Directors shall be elected by ordinary resolution of the Voting Members at the AGM. Nominations for appointment as Executive and Non-executive Directors shall be proposed by one Voting Member and seconded by another Voting Member. Any person nominated as an Executive Director must be a Voting Member from at least 1st April in the year preceding the year of their nomination. Nominations shall be made either to the Club Manager or on the official nominations form on the Club notice board at least seven days before the AGM. Voting Members so nominated must indicate their willingness to stand by signing the nomination form. A list of valid nominees shall be posted on the Club notice board for seven days prior to the AGM. Each post shall be voted on separately.
- 7.2 Before any director is elected the Club must:
- 7.2.1 consider the skills and diversity of the prospective director;
 - 7.2.2 consider whether the prospective director would satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Club;
 - 7.2.3 ensure he/she signs a letter of appointment which sets out the role and the responsibilities the elected director is expected to fulfil.
- 7.3 All directors must be Voting Members.

8. Retirement of Directors

- 8.1 Subject to the provisions of Articles 7.4 and 8.2:
- 8.1.1 an Executive Director shall hold office as a director for a four year term from the date on which he or she is appointed at the AGM;
 - 8.1.2 a Non-executive Director shall hold office as a director for a two year term from the date on which he or she is appointed at the AGM; and

- 8.1.3 a Co-opted Director shall hold office only until the AGM following the date of their appointment by the Board.
- 8.2 At the first AGM following the end of the director's term specified in Article 8.1 the relevant director shall retire from office. A retiring director (including a Co-opted Director) may offer himself or herself for re-appointment and a director that is so re-appointed will be treated as continuing in office without a break.
- 9. Termination of director's appointment**
- 9.1 Without prejudice to the provisions of Section 168 of the Act, a person shall cease to be a director of the Club as soon as:
- 9.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 9.1.2 they cease to satisfy the requirements of the HMRC's fit and proper person test;
 - 9.1.3 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;
 - 9.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 9.1.5 a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 9.1.6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 9.1.7 that person shall without sufficient reason for more than three consecutive Board meetings have been absent without permission of the Board and all other members of the Board resolve that his office be vacated;
 - 9.1.8 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;
 - 9.1.9 that person is requested to resign by 75% of the members of the Board who have determined that such director's conduct is or may be damaging to the interests of the Club (including its reputation) (and for the avoidance of doubt the 75% majority referred to shall exclude the vote of the director in question);
 - 9.1.10 that person ceases to be a Voting Member; or
 - 9.1.11 notification is received by the Club from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.
- 10. Directors' general authority**
- 10.1 Subject always to the requirements of Article 49 in respect of any Reserved Matter, the directors are responsible for the management of the Club's business in accordance with its objects, for which purpose they may exercise all the powers of the Club.

11. Voting Members' reserve power

- 11.1 The Voting Members may, by special resolution, instruct the directors to take, or refrain from taking, any specified action.
- 11.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

12. Directors may delegate

- 12.1 The directors may delegate any of the powers which are conferred on them under the Articles:
- 12.1.1 to such person or committee;
 - 12.1.2 by such means (including by power of attorney);
 - 12.1.3 to such an extent;
 - 12.1.4 in relation to such matters or territories; and
 - 12.1.5 on such terms and conditions;
- as they think fit.
- 12.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

- 12.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

13. Committees

- 13.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 13.2 The directors may make Rules for all or any committees.

14. Directors to take decisions collectively

Any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 15.

15. Unanimous Decisions

- 15.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 15.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 15.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

16. Calling a directors' meeting

- 16.1 Any director may call a directors' meeting by giving not less than 5 (five) Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.

- 16.2 The Board of Directors must hold at least four directors' meetings every calendar year.
- 16.3 Notice of a directors' meeting must be given to each director and must indicate:
- 16.3.1 its proposed date and time;
 - 16.3.2 where it is to take place; and
 - 16.3.3 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.
- 16.4 Notice of a directors' meeting 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 7 days after the date on which the meeting is held. 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.
- 17. Quorum for directors' meetings**
- 17.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for the transaction of business at a meeting of directors is at least 50% of the directors appointed at the time of the meeting but, but in any event must never be less than four.
- 17.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 17.3.1 to appoint further directors; or
 - 17.3.2 to call a general meeting so as to enable the Voting Members to appoint further directors.
- 18. Participation in directors' meetings**
- 18.1 Directors participate in a directors' meeting, or part of a directors' meeting, when:
- 18.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 18.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 18.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 18.3 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.
- 19. Chairing of directors' meetings**
- 19.1 The directors may appoint a director to chair meetings of the Board.
- 19.2 The person so appointed for the time being is known as the chairman.
- 19.3 The directors may terminate the chairman's appointment at any time.
- 19.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

20. **Casting Vote**

20.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote.

21. **Directors' Conflicts of Interest**

21.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

21.2 Any authorisation under this Article 21 shall be effective only if:

21.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;

21.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

21.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

21.3 Any authorisation of a Conflict under this Article 21 may (whether at the time of giving the authorisation or subsequently):

21.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

21.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

21.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

21.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

21.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Club) information that is confidential to a third party, he shall not be obliged to disclose that information to the Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and

21.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

21.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

21.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

- 21.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Club for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Club in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 21.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:
- 21.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
- 21.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 21.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 21.7.4 may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 21.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested; and
- 21.7.6 shall not, save as he may otherwise agree, be accountable to the Club for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 21.8 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 21.9 Subject to Article 21.10, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 21.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

22. **Records of Decisions to be Kept**

- 22.1 The directors must ensure that the Club keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 22.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

23. **Secretary**

- 23.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

24. **Membership**

- 24.1 Membership of the Club is open to anyone interested in coaching, volunteering or participating in the Game, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 24.2 The number of Members is declared to be unlimited but the Board of Directors may cease to accept new Members at any time if it believes that the total numbers of the Club is close to the capacity of its facilities.
- 24.3 The Club shall admit to Membership an individual or organisation which:
- 24.3.1 applies to the Club using the application process approved by the directors; and
- 24.3.2 is approved by the directors.

A letter shall be sent to each successful applicant confirming their Membership of the Club and the details of each successful applicant shall be entered into the register of Members maintained by the Board.

- 24.4 All Members must pay to the Club Membership fees to be decided by the Board of Directors from time to time in accordance with the Rules but will in any event not exceed the maximum membership fee stated in the Community Amateur Sports Clubs guidance notes from time to time.
- 24.5 Subject to the provisions of Article 24.6, the Board of Directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.
- 24.6 The Board of Directors may from time to time appoint any individual as a Life Member in recognition of outstanding contribution or long service to the Club. For the avoidance of doubt, a Life Member is exempt from Club Membership fees.
- 24.7 The following categories of Member shall be entitled to attend and vote at general meetings of the Club and/or otherwise vote on any resolution in relation to the Club and otherwise exercise all of the rights conferred upon such members by these Articles and the Act in relation to so attending and voting (**Voting Members**) (and for the avoidance of doubt any other category of Members shall have no such voting rights):
- 24.7.1 Tennis, squash and/or members of any other rackets sports offered by the Club from time to time who are up to date with their subscriptions and who are over 18 years old;

- 24.7.2 Coaches, staff and other officials appointed as Members under the Rules;
- 24.7.3 Honorary Members; and
- 24.7.4 Life Members.

25. Transfer of Membership

- 25.1 A Member may withdraw from Membership of the Club by giving one month's calendar notice to the Club in writing, subject to the minimum Membership term associated with their Membership being satisfied.
- 25.2 Membership is not transferable.
- 25.3 A person's Membership terminates when that person dies or ceases to exist.

26. Expulsion of Member

- 26.1 Following completion of the Club's disciplinary procedure, the Board of Directors may terminate the Membership of any Member without his/her consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
 - 26.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and directors into disrepute; or
 - 26.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
 - 26.1.3 has failed to observe the terms of these Articles and the Rules.

Following such termination, the Member shall be removed from the register of Members maintained by the Board.

- 26.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.
- 26.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him.

DECISION MAKING BY VOTING MEMBERS

27. Resolutions

- 27.1 A resolution of the Voting Members must be passed:
 - 27.1.1 as a written resolution; or
 - 27.1.2 at a meeting of the Voting Members (referred to as a general meeting).

28. **AGM**

28.1 The Club shall hold a general meeting in every calendar year on a date in October or November as its AGM at such time and place as may be determined by the Board and shall specify the meeting as such in the notice calling it.

28.2 The AGM shall be held to:

28.2.1 approve the minutes of the previous AGM;

28.2.2 receive from the Board the Club's accounts which shall have been posted at the Club at least seven days prior to the annual general meeting.

28.2.3 receive from the Board a report of the activities of the Club since the previous annual general meeting and the objectives and aims of the Board for the period to the next annual general meeting;

28.2.4 appoint the Club's auditors (if any);

28.2.5 elect (as appropriate) the Executive and Non-executive Directors to be appointed in accordance with these Articles;

28.2.6 notify the Members of the composition of the Board of subsidiary companies (if any);

28.2.7 elect the Tennis, Squash and Social Committee chairs in accordance with the Rules;

28.2.8 notify the members of the appointment of any Life or Honorary Members since the last AGM;

28.2.9 transact such other business as may be brought before it; and

28.2.10 to consider any Proposals submitted in accordance with Article 29.

29. **Power to include other matters in business dealt with at AGM**

29.1 Subject always to their right under the Act and under Article 30 to requisition general meetings, Voting Members may request the Club to include in the business to be dealt with at an AGM any matter (other than a proposed resolution) which may properly be included in the business of such AGM.

29.2 A matter may properly be included in the business at an AGM unless:

29.2.1 it is defamatory of any person; or

29.2.2 it is ineffective; or

29.2.3 it is frivolous or vexatious.

29.3 A Club is required to include such a matter once it has received requests that it do so from at least 10 Voting Members.

29.4 A request:

29.4.1 may be in hard copy form or in electronic form;

29.4.2 must identify the matter to be included in the business;

29.4.3 must be accompanied by a statement setting out the grounds for the request; and

- 29.4.4 must be authenticated by the person or persons making it.
- 29.5 A request must be received by the Club not later than:
- 29.5.1 4 weeks before the AGM, or
- 29.5.2 if later, the time at which notice is given of the AGM.
- 30. Calling a general meeting**
- 30.1 The directors may resolve to call a general meeting of the Club at any time.
- 30.2 The Voting Members of the Club may require the directors to give notice to call a general meeting of the Club.
- 30.3 The directors are required to call a general meeting once the Club has received requests to do so from Voting Members representing at least 5% of the total voting rights of all the Voting Members having a right to vote at general meetings or at least 30 Voting Members, whichever is lower.
- 30.4 A general meeting shall be called within 21 days of the request in accordance with the Act and the general meeting must be held not more than 28 days after the date of the notice of the meeting.
- 30.5 The Board may in its sole discretion include proposals unrelated to the requests by Voting Members in the agenda of any general meeting.
- 31. Notice of a general meeting**
- 31.1 Subject to any other requirement for a longer period of notice specified in these Articles (including in particular the requirements of Article 49 in respect of any Reserved Matter), a general meeting (other than an adjourned meeting) must be called by notice of at least 14 days.
- 31.2 A general meeting may be called by shorter notice than that otherwise required if shorter notice is agreed by the Voting Members in accordance with the Act.
- 31.3 Notice of a general meeting of the Club must be given:
- 31.3.1 in hard copy form;
- 31.3.2 in electronic form; or
- 31.3.3 by means of a website,
- or partly by one such means and partly by another.
- 31.4 Notice of a meeting is not validly given by the Club by means of a website unless when the Club notifies a Voting Member of the presence of the notice on the website the notification must:
- 31.4.1 state that it concerns a notice of the Club meeting;
- 31.4.2 specify the place, date and time of the meeting; and
- 31.4.3 state whether the meeting will be an AGM.
- 31.5 The notice must be available on the website throughout the period beginning with the date of that notification and ending with the conclusion of the meeting.

- 31.6 Notice of a general meeting of the Club must state:
- 31.6.1 the time and date of the meeting;
 - 31.6.2 the place of the meeting; and
 - 31.6.3 the general nature of the business to be dealt with at the meeting.
- 31.7 Where by any provision of the Act special notice is required of a resolution, the Club must give the special notice required by the Act.
- 31.8 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at the general meeting.
- 32. Persons entitled to receive notice of meetings**
- 32.1 Notice of a general meeting of the Club must be sent to:
- 32.1.1 every Voting Member of the Club; and
 - 32.1.2 every director
- 33. Attendance and speaking at general meetings**
- 33.1 All Voting Members have the right to attend and speak at general meetings.
- 33.2 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 33.3 In determining attendance at a general meeting, it is immaterial whether any two or more Voting Members attending it are in the same place as each other.
- 34. Attendance and speaking by directors and non-Members**
- 34.1 Directors may attend and speak at general meetings.
- 34.2 Directors may also permit other persons who are not Voting Members of the Club to attend and speak at a general meeting.
- 35. Quorum for general meetings**
- 35.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 35.2 Subject to the requirements of Article 49 in relation to any Reserved Matter, the quorum for an AGM or any other general meeting is 30 (thirty) Voting Members present in person or by proxy.
- 36. Chairing general meetings**
- 36.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 36.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 36.2.1 the directors present; or

36.2.2 (if no directors are present), the meeting,

must appoint a director or Voting Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

36.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

37. **Adjournment**

37.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

37.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

37.2.1 the meeting consents to an adjournment, or

37.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

37.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

37.4 When adjourning a general meeting, the chairman of the meeting must:

37.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

37.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

37.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

37.5.1 to the same persons to whom notice of the Club’s general meetings is required to be given, and

37.5.2 containing the same information which such notice is required to contain.

37.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

38. **Votes of Voting Members**

38.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with Article 40.

38.2 Subject to the Act, at any general meeting:

38.2.1 every Voting Member who is present in person (or by proxy) shall on a show of hands have one vote; and

38.2.2 every Voting Member present in person (or by proxy) shall on a poll have one vote.

38.3 On a vote by a written resolution every Voting Member has one vote.

39. Errors and disputes

39.1 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.

39.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

40. Poll Votes

40.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

40.2 A demand for a poll may be withdrawn if:

40.2.1 the poll has not yet been taken; and

40.2.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

40.3 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

41. Proxies

41.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

41.1.1 states the name and address of the Voting Member appointing the proxy;

41.1.2 identifies the person appointed to be that Voting Member's proxy and the general meeting in relation to which that person is appointed;

41.1.3 is signed by or on behalf of the Voting Member appointing the proxy, or is authenticated in such manner as the directors may determine;

41.1.4 is delivered to the Club in accordance with the Articles (either in person, by post or by email) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

41.2 The Club may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

41.3 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.

41.4 Unless a proxy notice indicates otherwise, it must be treated as:

41.4.1 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

41.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

42. Delivery of proxy notices

- 42.1 A person who is entitled to attend, speak 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.
- 42.2 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.
- 42.3 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.
- 42.4 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.

43. Amendments to resolutions

- 43.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 43.1.1 notice of the proposed amendment is given to the Club in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 43.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 43.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 43.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed: and
 - 43.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 43.3 With the consent of the chairman an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 43.4 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS

44. Means of Communication to be Used

- 44.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - 44.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided

that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- 44.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 44.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 44.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 44.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

45. **Rules**

- 45.1 The directors may establish rules (**Rules**) governing matters relating to Club administration that are required from time to time for the effective operation of the Club (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

46. **Change of Club Name**

- 46.1 The name of the Club may be changed by:
 - 46.1.1 a decision of the directors; or
 - 46.1.2 a special resolution of the Members; or
 - 46.1.3 otherwise in accordance with the Act.

47. **Indemnity and Insurance**

- 47.1 Subject always to the provisions of the Act and to Article 47.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - 47.1.1 each relevant officer shall be indemnified out of the Club's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Club's (or any associated Club's) affairs; and
 - 47.1.2 the Club may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 47.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 47.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 47.3 The directors may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant officer in respect of any relevant loss.
- 47.4 In this Article:
- 47.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 47.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Club, any associated club or any pension fund or employees' share scheme of the Club or associated club; and
- 47.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Club.

48. **Winding Up**

- 48.1 If the Board decides that it is necessary or advisable to wind-up or dissolve the Club, it shall call a meeting of all Voting Members, of which not less than 21 days' notice shall be given, stating the terms of the resolution to be proposed. If the resolution is passed by not less than 75% of the Voting Members present in person or by proxy and voting, the Board shall have power to realise any assets or property held by or on behalf of the Club and apply them in accordance with Article 48.2.
- 48.2 On the winding-up or dissolution of the Club, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to another registered CASC and/or a registered charity with objects similar to those of the Club and/or to the LTA and/or ESA for use by them in related community sports (such recipient to be determined by resolution of the Voting Members at or before the time of winding up or dissolution and, subject to any such resolution of the Voting Members, may be made by resolution of the Board at or before the time of winding-up or dissolution).
- 48.3 In no circumstances shall any surplus assets, property or other funds be distributed to a Member or otherwise than in accordance with Article 48.2.
- 48.4 Any alteration of or change to the provisions of this Article 48 shall require a unanimous resolution of all of the Voting Members of the Club (whether passed at a general meeting or in writing) as at the date on which such resolution is proposed to be passed.

49. **Reserved Matters**

- 49.1 The exercise of any power by the Club to:
- 49.1.1 sell, exchange, lease or otherwise dispose of any of the land and/or buildings of the Club; or
- 49.1.2 enter into any project, arrangement or transaction which involves capital expenditure by the Club in excess of £150,000;

(each a **Reserved Matter**) shall be subject to the requirements set out in Article 49.2.

49.2 Any Reserved Matter requires the prior approval of the Voting Members by way of a special resolution of the Voting Members present in person or by proxy and voting at a meeting which shall have been convened on no less than 21 days' notice and at which the quorum shall be no less than 70 (seventy) Voting Members present in person.

50. **Subsidiary companies**

50.1 The Board of Directors shall have the power to nominate the directors of any subsidiary company. The composition of the board of subsidiary companies shall be reported to the Members at the AGM.