# THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**of**

**TENNIS LEICESTERSHIRE LIMITED**

**(as updated at an Extraordinary General Meeting held on 26th February 2018)**

**Preliminary**

1. The Company’s name is “TENNIS LEICESTERSHIRE LIMITED”
2. Regulations 2 to 35 inclusive, 54, 55, 57, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Company but the Articles hereinafter contained and subject to the modifications hereinafter expressed, Table C and the remaining Regulations of Table A shall constitute the Articles of Association of the Company.

# INTERPRETATION

1. In these Articles:

"**'the 1985 Act**" means the Companies Act 1985 including any statutory modification or re- enactment thereof for the time being in force;

“**the 2006 Act**” means the Companies Act 2006 including any statutory modification or re- enactment thereof for the time being in force;

"**alternative service**" means the service of a Notice given verbally or by telephone, facsimile, electronic mail or other method of transmission;

"**the Articles**" means these Articles of Association of the Company;

"**affiliated club**" means any unincorporated or incorporated professional or amateur tennis club situate within the County of Leicestershire including any school, College, University, company, firm, business, organisation or social club at which tennis is played within the County of Leicestershire;

"**clear days**" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“**the Companies Acts**” means the Companies Acts (as defined in section 2 of the 2006 Act) including any statutory modification or re-enactment thereof for the time being in force;

“**LTA Disciplinary Code**” means the disciplinary code of the LTA in force from time to time;

“**executed**” includes any mode of execution under hand or by Seal;

“**LTA**” means the Lawn Tennis Association Limited (Company Register Number 07459469) (the governing body of tennis within Great Britain, the Channel Islands and Isle of Man) and its subsidiaries or such successor entity or entities as become(s) the governing body of tennis within Great Britain, the Channel Islands and Isle of Man;

**“LTA Rules”** means the rules of the LTA as in force from time to time;

**“Member” means a fully paid up member as described in paragraph 7 below**

"**the Memorandum**" means the Memorandum of Association of the Company; "**office**" means the registered office of the Company;

"**organisations**" shall include:

1. An unincorporated or incorporated professional or amateur tennis club;
2. A College, Polytechnic, University, School or other learning establishment at which tennis is played;
3. A company, firm, business, organisation, social or members club who wish to provide social or recreational tennis for its employees and persons associated with its employees;
4. Local Authorities who desire to enter into a Community Partnership for members of the public to use facilities provided by the Authority for the sport of tennis;
5. Any organisation or group of people having an interest in the sport of tennis and/or who wish to play tennis for social or recreational purposes;
6. A combination of not less than 5 persons who collectively play tennis in public parks or other open spaces;
7. Any indoor Leisure Centre at which tennis or mini tennis is played or who wish to provide competitive, social or recreational tennis as an addition to its own activities;
8. A Gymnasium, Health and Fitness Centre or Area Health Authority supported gymnasium or keep-fit establishment at which tennis is played; and
9. Any other organisation, group or association who, in the opinion of the Company has good reason to be admitted to membership of the Company;

"**the Seal**" means the Common Seal of the Company;

"**Secretary**" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary;

“**Table A**” means the regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended by SI 2007/2541 and SI 2007/2826;

"**the Trustees**" means the persons appointed to act as Trustees by the Directors of the Company to act as Trustees in the management and performance of any Trust created by the Company in accordance with the Trustee Act 1925 or in respect of any charity or charitable cause created, promoted, sponsored, endorsed, subsidized by the Company in accordance with The Charities Act 1992 (or any statutory re-enactment, extension or modification of that Act);

"**the United Kingdom**" means Great Britain and Northern Ireland;

Words importing the masculine gender only shall include the feminine gender.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts.

## Liability of members

* 1. The liability of the members is limited.
	2. Every member of the Company promises, if the Company is dissolved while he or she or it is a member or within twelve months after he or she or it ceases to be a member, to contribute such sum (not exceeding £100) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Company incurred before he or she or it ceases to be a member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

## Objects

* 1. The Company’s objects (“**Objects**”) are specifically restricted to the following:
		1. For the benefit of the public to promote community participation in healthy recreation by providing facilities for playing tennis.
		2. The advancement, for the benefit of the public, of the education of children and young persons who are pupils at schools or universities by organising or providing facilities which will enable and encourage them to play tennis and thereby ensuring that due attention is given to the physical education of such pupils as well as the development and occupation of their minds.
		3. The organisation or provision (or assistance in the organisation or provision) of facilities for recreation in the interests of social welfare in any part of Leicestershire (with the object of improving the conditions of life for the persons for whom the facilities are primary intended) either for persons who have need of such facilities by reason of their youth, age, infirmity or disablement, poverty or social or economic circumstances or of members of the public at large.

## Powers

* 1. The Company has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Company has power:
		1. to undertake, execute and administer charitable trusts;
		2. to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by these Articles of Association;
		3. to affiliate to the LTA and comply with and uphold the LTA Rules as amended from time to time and the Rules and Regulations of any body to which the LTA is affiliated or may become affiliated to, in the development, furtherance and advancement of the sport of tennis;
		4. to promote, either alone or jointly with other persons, associations, companies or affiliated clubs meetings, social gatherings, competitions, tournaments and matches and to offer or contribute towards prizes, medals and awards therefor and to promote, give or support social functions of any description save only those of a gambling or betting nature or which are deemed, in the opinion of the Directors, to be unsuitable for promotion by the Company;
		5. to raise funds. In doing so, the Company must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
		6. to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
		7. to sell, lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;
		8. to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Company must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;
		9. to co-operate with any other tennis bodies, charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
		10. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
		11. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other similar Company;
		12. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
		13. to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Director

only to the extent it is permitted to do so by Article 5 and provided it complies with the conditions in that Article;

* + 1. to:
			1. deposit or invest funds;
			2. employ a professional fund-manager; and
			3. arrange for the investments or other property of the Company to be held in the name of a nominee;
			4. act in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
		2. to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993;
		3. to pay out of the funds of the Company the costs of forming and registering the Company both as a company and as a charity.

# Application of income and property Universal clauses

## 5

**5.1** The income and property of the Company shall be applied solely towards the promotion of the Objects.

### 5.2

* + 1. A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
		2. A Director may benefit from trustee indemnity insurance cover purchased at the Company’s expense in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993.
		3. A Director may receive an indemnity from the Company in the circumstances specified in Article 21.
	1. None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a Director receiving:
		1. a benefit from the Company in the capacity of a beneficiary of the Company;
		2. reasonable and proper remuneration for any goods or services supplied to the Company.

# Directors’ benefits

* 1. No Director or connected person may:
		1. buy any goods or services from the Company on terms preferential to those applicable to members of the public;
		2. sell goods, services, or any interest in land to the Company;
		3. be employed by or receive any remuneration from, the Company;
		4. receive any other financial benefit from the Company; unless:
			1. the payment is permitted by Article 5.5; or
			2. the Directors obtain the prior written approval of the Commission and fully comply with any procedure it prescribes.

### 5.5

* + 1. A Director or connected person may receive a benefit from the Company in the capacity of a beneficiary of the Company provided that a majority of the Directors do not benefit in this way.
		2. A Director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions in, section 73A to 73C of the Charities Act 1993.
		3. A Director or connected person may receive interest on money lent to the Company at a reasonable and proper rate which must be no more than the base rate of a clearing bank to be selected by the Directors.
		4. A Director or connected person may receive rent for premises let by the Director or connected person to the Company if the amount of the rent and the other terms of the lease are reasonable and proper and provided that the Director concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
		5. The Directors may arrange for the purchase, out of the funds of the Company, of insurance designed to indemnify the Directors in accordance with the term of, and subject to the conditions in, section 73F of the Charities Act 1993.
		6. A Director or connected person may take part in the normal trading and fundraising activities of the Company on the same terms as members of the public.
	1. In sub-clauses 5.2 to 5.4 of this Article 5 “Company” shall include any company in which the Company:
		1. holds more than 50% of the shares; or
		2. controls more than 50% of the voting rights attached to the shares; or
		3. has the right to appoint one or more directors to the board of the company.
	2. Paragraphs 2 to 4 of Schedule 5 to the Charities Act 1993 apply for the purposes of interpreting the terms used in this sub-clause.

# Dissolution

## 6

* 1. The members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:
		1. directly for the Objects; or
		2. by transfer to any charity or charities for purposes similar to the Objects; or
		3. to any charity or charities for use for particular purposes that fall within the Objects.
	2. In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company (except to a member that is itself a charity) and if no resolution in accordance with Article 6.1 is passed by the members or the Directors the net assets of the Company shall be applied for charitable purposes as directed by the Court or the Commission.

# MEMBERSHIP

**Members**

1. A Member includes each fully paid up affiliated club and organisation which qualifies for membership and which the Directors, within their absolute discretion, have admitted to membership.

# Application for membership

* 1. Every affiliated club or organisation who wishes to become a member shall deliver to the Company an Application for Membership in such form and subject to such terms and conditions as the Directors require. No organisation, affiliated club or individual person shall be admitted as a member of the Company unless the Application for Membership is approved by the Directors and complies with the Rules of the Company.

# Withdrawal of Membership

* 1. A member shall cease to be a member of the Company:
		1. thirty days after the Company receives from an affiliated club, organisation or individual person a Notice in writing of the intention of the member to withdraw or resign; or
		2. a Resolution is passed by the members in general meeting without any opposition apart from the person proposed to be removed, that such affiliated club, organisation or individual person should cease to be a member; or
		3. on the liquidation or dissolution of an unincorporated and/or incorporated club or organisation and upon the bankruptcy of an individual; and
		4. on the cessation (for whatever reason) of any unincorporated or incorporated club or organisation.

# Refund of Membership fee

* 1. No member shall be entitled to claim reimbursement or refund of membership or affiliation fee or any other fee paid in respect of such membership either in whole or in part upon resigning as a member of the Company or upon ceasing to be a member of the Company howsoever caused.

# Arrears of members annual subscriptions, affiliation or other membership fee

* 1. Any member whose subscription, affiliation or other membership fee remains unpaid for one calendar month after the issue of Renewal of Membership Notice, or whose subscription, affiliation or other membership fee remains unpaid after the 31st May in any one year shall forthwith cease to be a member of the Company.

# Non-transferability of membership

* 1. Membership shall not under any circumstances, be transferable in respect of any member or class of member.

# Obligations of Membership

* 1. It shall be a condition of membership that:
		1. every member shall comply with the Terms and Conditions Rules and Regulations of Membership as the Company shall determine from time to time; and
		2. every member shall enter into or accede to, and be bound by, a members’ agreement in the form required from time to time by the LTA.

# GENERAL MEETINGS

**Annual General Meeting**

1. The Company shall hold an Annual General meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the Notice(s) convening it. Not more than fifteen months shall elapse between the date of one Annual General meeting of the Company and the next.

The Annual General meeting shall be held at such time and on such day and at such place as the Directors shall decide.

All general meetings other than Annual General meetings shall be called General meetings.

# General Meetings

* 1. The Directors may call general meetings and, on the requisition of not less than one-tenth of the members of the Company pursuant to the provisions of the Companies Acts, shall forthwith proceed to convene a General meeting for a date not later than six weeks after receipt of the requisition. If there are not within the United Kingdom, sufficient Directors to call a general meeting, any Director or any member of the Company may call a General meeting.

# NOTICE OF GENERAL MEETINGS

**Notice of Meetings**

1. An Annual General meeting and a General meeting called for the passing of a Special Resolution shall be called by at least fourteen clear days' notice.
	1. All other General meetings shall be called by at least fourteen clear days' notice but a General meeting may be called by shorter notice if it is so agreed:-
	2. in the case of an Annual General meeting, by all the members entitled to attend and vote; and
	3. in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than 90 percent of the total voting rights at the meeting of all the members.

# Time and Place of Meeting

* 1. The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted thereat and, in the case of an Annual General Meeting, shall specify the meeting as such.

The Notice shall be given to all the members and to the Directors and auditors.

# Omission to give Notice

* 1. 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.

# Form of Notice

* 1. Any documents or information to be sent or supplied by or to the company may be sent or supplied in hard copy form, in electronic form or by means of a website to the extent permitted by the Act and these articles.
	2. A notice may be given by the Club to any Member either by hand, sending it by post to his registered address within the United Kingdom or by electronic means as set out in paragraph 9.8 below.
	3. Where a document or information is, sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
	4. Where a document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed.
	5. Where a document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when (a) the material is first made available on the website or (b) if later, when the recipient received (or, in accordance with this article 9, is deemed to have received) notification of the fact that the material was available on the website.

# PROCEEDINGS AT GENERAL MEETINGS OF MEMBERS

**Quorum**

1. No business shall be transacted at any meeting unless a quorum is present. Ten persons entitled to vote upon the business to be transacted, including each duly authorised representative or duly appointed proxy of a fully paid-up member present, shall constitute a quorum.
	1. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Chairman shall determine.

# Chairman of Meeting

* 1. The Chairman, or, in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the Chairman nor such other Director shall be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be the Chairman.
	2. If no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
	3. A Director shall be entitled to attend and speak at any General Meeting.

# Right of Chairman to Adjourn

* 1. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

# Notice of Adjourned Meeting

* 1. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted thereat. Otherwise it shall not be necessary to give any such notice.

# REQUISITIONISTS MEETING

**Requisitions Meeting**

1. A Requisitionists Meeting (that is to say a Meeting required to be convened and held by the Members of the Company) shall be called within six weeks of receipt by the Secretary of a written Statement consisting of not more than one thousand words and signed by not less than one tenth of the members stating the purpose for which the meeting is required and the Resolutions to be proposed thereat.

# Notice of Meeting

* 1. It shall be the requirement of the Secretary to circulate written Notice of the Requisitionists Meeting to all members entitled to attend and vote thereat.

# Avoidance of Action procedures

* 1. For the proper conduct of the meeting, the Company is not bound to circulate a Statement signed by the Requisitionists which it considers is needless publicity for a defamatory matter. In all other cases, any statement circulated to members is prima facie privileged.

# RESOLUTIONS

**By show of hands**

1. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a Poll is duly demanded.

# By Poll

* 1. Subject to the provisions of the Companies Acts, a Poll may be demanded:

i) by the Chairman; or

ii) by at least two members having the right to vote at the meeting; or

iii) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

# Declaration of Passing of a Resolution

* 1. Unless a Poll is duly demanded, a Declaration by the Chairman that a Resolution has been carried, or 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.

# Withdrawal of Poll Vote by consent of Chairman

* 1. The demand for a Poll may be withdrawn, before the Poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a Poll shall not invalidate the result of a show of hands declared before the demand for the Poll was made.

# Scrutineers of a Poll Vote

* 1. A Poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the Poll. The result of the Poll shall be deemed to be the resolution of the meeting at which the Poll is demanded.

# Procedure of Poll voting

* 1. A Poll demanded on the election of a Chairman or on a question of adjournment shall be taken immediately.
	2. A Poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs not being more than thirty days after the Poll is demanded.
	3. The demand for a Poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the Poll is 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 shall continue as if the demand had not been made.

# Non-requirement of Notice of Poll

* 1. No notice need be given of a Poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

# Requirement of Notice of Poll

* 1. In other cases at least seven clear days' notice shall be given specifying the time and place at which the Poll is to be taken.

# VOTING RIGHTS OF MEMBERS

1. On a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy, unless his proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote. On a Poll every member present in person or by proxy shall have one vote.

# Fully-paid up members

* 1. No member shall be entitled to vote at any general meeting unless all moneys in the form of subscriptions or affiliation fees then payable to the Company have been paid in full.

# Voting qualification

* 1. No objection shall be raised as to the 'Right to Vote' qualification of any voter EXCEPT at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

# Representative voting rights

* 1. A vote given or Poll demanded by the duly authorised representative of a member organisation or club shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a Poll unless notice of the determination was received by the Company at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the Poll demanded or (in the case of a Poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the Poll.

# Affiliated Club Representative

* 1. Any affiliated club which is a member of the Company may by resolution of its own Council, Executive or Management Committee authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the affiliated club which he represents as the affiliated club could exercise if it were an individual member of the Company.

# Proxy

* 1. An instrument appointing a Proxy shall be in writing, executed by or on behalf of the appointor. In Format A, the Proxy appointed is at liberty to exercise the member's vote at his/her own discretion. In Format B, the member has indicated his/her own voting preference.

# FORMAT A

**PROXY FORM NOT INCORPORATING MEMBER'S VOTING PREFERENCE TENNIS LEICESTERSHIRE UNITED**

I/We ..........................................................................., being a member of the above Company

HEREBY APPOINT\*\* ……………………………………………………………………………………….. of………………………………………………………………………………………………………………..

**OR** \*\*the Chairman of the Meeting

('\*\* Delete as appropriate)

as my/our Proxy to vote in my/our name(s) and on my/our behalf at the (Annual) General Meeting of the Company to be held on …………………………… and at any adjournment thereof. The Proxy may vote as he thinks fit, or abstain from voting.

Signed: .............................................

Dated: ..............................................

Notes:

1. This Proxy, duly signed, must be sent to the Secretary at the address below or deposited at the Registered Office of the Company not less than 48 hours before the time appointed for the meeting.
2. A proxy which is not deposited or delivered as above, will be invalid. Proxy to be returned to:

The Secretary

Tennis Leicestershire…………………………………………………

Dan Maskell Tennis Centre…………………………………………………

Epinal Way…………………………………………………

Loughborough LE11 3TU…………………………………………………

# FORMAT B

**PROXY FORM INCORPORATING MEMBER'S VOTING PREFERENCES TENNIS LEICESTERSHIRE LIMITED**

I/We ..........................................................................., being a member of the above Company

HEREBY APPOINT\*\* ……………………………………………………………………………………….. of………………………………………………………………………………………………………………..

**OR** \*\*the Chairman of the Meeting

as my/our Proxy to vote in my/our name(s) and on my/our behalf at the (Annual) General Meeting

of the Company to be held on ……………………….. day of ……………………………. and at any adjournment thereof.

('\*\* Delete as appropriate)

This form is to be used in respect of the Resolutions as follows:

FOR AGAINST

√ as applicable

Resolution No. 1

Resolution No. 2

Resolution No. 3

Resolution No. 4

Resolution No. 5

Resolution No. 6

Unless otherwise instructed, the Proxy may vote as he thinks fit, or abstain from voting. Signed: .............................................

Dated: ..............................................

Notes:

1. This Proxy, duly signed, must be sent to the Secretary at the address below or deposited at the Registered Office of the Company not less than 48 hours before the time appointed for the meeting.
2. A proxy which is not deposited or delivered as above, will be invalid. Proxy to be returned to:

The Secretary

Tennis Leicestershire…………………………………………………

Dan Maskell Tennis Centre…………………………………………………

Epinal Way…………………………………………………

Loughborough LE11 3TU…………………………………………………

# Delivery of Proxy

* 1. The instrument appointing a Proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:
		1. be deposited at the office or at the address specified on the Proxy form not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
		2. in the case of a Poll taken more than 48 hours after it is demanded, the Proxy may be deposited as aforesaid after the Poll has been demanded

and not less than 24 hours before the time appointed for the taking of the Poll; or

* + 1. where the Poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the Poll was demanded to the Chairman or to the Secretary or to any Director.
		2. A proxy may be delivered electronically if it is in a form approved by the Directors, signed manually by a duly authorised representative of the member organisation and sent from a recognised email address of that member organisation.

An instrument of proxy which is not deposited or delivered in a manner so permitted she be invalid.

# DIRECTORS

**Number**

1. The number of Directors shall be not less than five but (unless otherwise determined by Ordinary Resolution) shall not exceed eleven.

# Appointment of Directors

* 1. Directors shall be appointed as provided in the Articles.

# Powers of Directors

* 1. Subject to the provisions of the Companies Acts and the Memorandum and the Articles and to any directions given by Special Resolution, the whole of the business of the Company shall be managed by the Directors who may exercise all the powers of the Company on it’s behalf.
	2. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

# Additional powers of Directors

* 1. In addition to all powers hereby expressly conferred upon the Directors and without detracting from the generality of their powers under the Articles the Directors shall have the following additional powers, namely:
1. to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of its Objects and to invest in

the name of the Company the whole or such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Company; and

1. to sign, draw, accept, endorse or otherwise execute all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments by any two of its number and the Secretary in such manner as they shall from time to time determine; and
2. to enter into contracts on behalf of the Company; and
3. to delegate any of their powers to any committee, sub-committee or working Group. Any such delegation may be made subject to any conditions the Directors may impose and, either collaterally with, or to the exclusion of their own powers and may be revoked or altered at any time.

# Directors Retirement by Rotation

* 1. At each Annual General meeting one-third of the Directors who are subject to retirement by rotation shall retire from office.
	2. Subject to the provisions of the Companies Acts, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or re- appointment, but as between persons who became or were last re-appointed Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by ballot.

# Vacancy on retirement by rotation

* 1. If the Company at the meeting at which a Director retires by rotation, does not fill the vacancy, the retiring Director shall, if willing to act, be deemed to have been re- appointed unless at the meeting, it is resolved not to fill the vacancy or unless a Resolution for the re-appointment of the Director is put to a vote and lost.

# Appointment of Director

* 1. No person other than a Director retiring by rotation shall be appointed or reappointed a Director at any general meeting unless:

i) he is recommended by the Directors; or

ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, Notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors together with a notice executed by that person of his willingness to be appointed or re-appointed.

# Director qualification

* 1. No person may be appointed as a Director:

i) unless he has attained the age of 18 years;

ii) in circumstances such that, had he already been a Director, he would have been disqualified from acting under the provisions of these Articles; and

iii) unless he has agreed to be bound by and subject to these Articles, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA or the company can enforce any breach at its option and in its sole discretion.

# Notice to appoint Director

* 1. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting, Notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or re-appointment as a Director at the meeting or in respect of whom Notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Director. The Notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors.

# Appointment of Director by Ordinary Resolution

* 1. Subject as aforesaid, the Company may, at any time, by Ordinary Resolution appoint a person who is willing to act, to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.

The Directors may appoint a person who is willing to act, to be a Director either to fill a vacancy or as an additional Director PROVIDED THAT the appointment does not cause the number of Directors to exceed the maximum number referred to in Article 14 hereof. A Director so appointed shall hold office only until the next following Annual General meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not reappointed at such Annual General meeting, he shall vacate office at the conclusion thereof.

# Consent to re-appointment

* 1. Subject as aforesaid, a Director who retires at an Annual General meeting may, if willing to act, be re-appointed.

# Poll to be taken if there are more nominees willing to be appointed than vacancies

14.13 In the event there are more nominations for Directors than vacancies a poll will be required and should be taken in such manner as the Chairman of the meeting directs including if necessary the appointment of scrutineers to oversee the counting of votes. In the event of a poll being required proxy votes shall be counted.

# Disqualification and removal of Directors

* 1. A Director shall cease to hold office if he:

i) ceases to be a Director by virtue of any provision in the Companies Acts;

ii) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;

iii) resigns his office by notice to the Company (but only if not less than three Directors will remain in office when the notice of resignation is to take effect); or

iv) is absent without the permission of the Directors from two consecutive meetings and the Directors resolve by majority that his office be vacated.

# Appointment of Managing Director or Chairman of Directors

* 1. Subject to the provisions of the Companies Acts the Directors may appoint one or more of their number to be the Chairman of their meetings. The Directors shall, by majority vote, be at liberty to remove the Chairman from office at any time. The Chairman shall serve in office for a minimum term of three years and a maximum term of six years. During his term, the Chairman shall hold a casting vote and at the expiration of his term he shall not be eligible to stand for re-election as Chairman but can offer himself for re-election as a Director at any Annual General Meeting following his cessation as Chairman.

Unless he is unwilling to do so, the Chairman shall preside at every meeting of Directors at which he is present. If there is no Director holding that office, or if the Director holding it, is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chairman of the meeting.

# Meetings of Directors

* 1. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Any Director may at any time, and the Secretary shall, at the request of a Director, call a meeting of the Directors. It shall not be necessary to give written Notice of a meeting of the Directors, or Notice to a Director who is absent from the United Kingdom if time is of the essence and Notice by alternative service shall be deemed to be sufficient Notice of the calling of a meeting. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.

# Quorum of Directors

* 1. The quorum for the transaction of the business of the Directors may be fixed by the Directors but shall not be less than three.

# Number less than Quorum

* 1. The Directors may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or of calling a general meeting.

# Creation and Appointment of Committees and sub-committees

* 1. The Directors may appoint one or more Committee, sub-committee and/or working group for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by a Committee, sub-committee or working group PROVIDED THAT all acts and proceedings of any such Committee, sub-committee or Working Group shall be held accountable, and for their business and dealings to be regularly reported (either verbally or in writing) to the Directors as they direct. No Committee, sub-committee or Working Group shall (either impliedly or otherwise) hold any power or authority of the Company, or its board of Directors to enter into any contracts either verbally or in writing, either in the name of the Company or its own committee, sub-committee or working group, or initiate, undertake, perform or commit the Company into any agreement or binding obligation of any nature, financial or otherwise.
	2. The Directors reserve the right to sit on and participate in any committee, subcommittee or working group and where circumstances require it, to control and manage any committee, sub-committee or working group AND FURTHER that the Directors shall be entitled to nominate any member or non-member to a committee, sub-committee or working group at any time and for any purpose.
	3. All acts done by a meeting of Directors, or of a Committee, sub-committee or working group consisting of one or more Directors, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

# Resolutions of Directors

* 1. A Resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee consisting of one or more Directors, shall be as valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. Such a Resolution may consist of several documents in the same form, each signed by one or more of the Directors.

# Directors Expenses

* 1. The Directors shall be entitled to claim reimbursement in respect of all travelling, hotel and other expenses properly and legitimately incurred by them in connection

with their attendance at Directors Meetings, Committee, Sub-Committee and working group Meetings and other General Meetings in such amount and at such rate as determined by the Directors annually.

# Prohibition of the appointment of Alternate Directors

* 1. The appointment by a Director of an Alternate Director to act in his place is strictly prohibited.

# Conflict of Interest

* 1. A Director shall not vote at a meeting of the Directors or at any other meeting on any Resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts, or has the potential to conflict, with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
		1. the Resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of the Company; or
		2. the Resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company for which the director has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security.

A director shall not be counted in the quorum present at a meeting in relation to a Resolution on which he is not entitled to vote.

# BANKING

1. A Bank account in which any part of the assets of the Company is deposited shall be opened in the name of the Company and operated by the Directors and shall indicate the full name of the Company. Notwithstanding the provisions of sub-clause 14.5 (ii) hereof, all orders or requisitions for the payment of money from such account (or accounts if there is more than one) shall be authorised and signed by the Treasurer or Financial Director of the Company or, if no such Treasurer or Financial Director holds office, by a Director for the time being holding responsibility for the financial dealings of the Company.

# SECRETARY

**Appointment of Secretary**

1. Subject to the provisions of the Companies Acts, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. If employed by the Company the Secretary is entitled to rank as a preferential creditor in respect of his

remuneration. If the Secretary is not an employee and undertakes the duties of Secretary voluntarily, he will not be entitled to rank as a preferential creditor.

# Role

* 1. The Secretary shall be regarded as the Chief Administrative Officer of the Company with authority to enter into contracts connected with the administrative functions of the Company's affairs subject to a duly authorised mandate from the Board and shall be in the same position as a Director and shall not be exempted from s.825 of the 2006 Act.

# Responsibilities

* 1. The Secretary shall have the right to be present at all General meetings of the Company and of the Directors and will make proper Minutes of the proceedings of such meetings, the writing up of the Company's statutory books and the filing of Company Returns.
	2. The Secretary will issue under direction of the Directors, all Notices to members and others and will countersign every instrument to which the Seal of the Company is affixed or to which his signature is required.

# MINUTES

1. The Secretary or, in his absence and if no deputy or assistant Secretary has been appointed, the Directors shall keep comprehensive Minutes of all meetings in books kept for the purpose of recording:
2. all appointments and resignations of Directors of the Company;
3. of officeships created or made by the Directors;
4. all proceedings at meetings of the Company and of the Directors including the names of the Directors present at such meetings, and
5. all sub-committee meetings by means of a written report from the Chairman of such sub-committee.

# COMMON SEAL

1. The Seal of the Company shall only be used by the authority of the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined, it shall be signed by a Director and by the Secretary or by a second Director.

# ACCOUNTS

1. Financial Statements shall be prepared in accordance with the provisions of the Companies Acts.
	1. A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the Accountants Report on the Financial Statements shall, not less than 14 days before the date of the meeting be sent to every member entitled to attend and vote thereat.

# NOTICES

1. Any notice to be given to or by any person pursuant to the articles shall be in writing or sent electronically to a recognised email address provided for that purpose
	1. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
	2. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
	3. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
	4. In the case of a Notice sent by email the Notice shall be deemed to have been served at the time of delivery stated on that email.

# INDEMNITY

1. Subject to the provisions of the Companies Acts every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

# TRUSTEES

**Composition**

1. In respect of any Trust of any nature created or instituted by the Company, it shall he managed by a body of Trustees whose composition shall consist of not less than three

but no more than six adult members of the Company. Any person who is not a member of

the Company shall not be eligible to be a Trustee. The Company may increase or

reduce the number of Trustees. However the minimum number of Trustees for any Trust so created shall not be less than three.

# Discretion and validity of actions

* 1. The business of the management and the performance of any Trust created by the Company shall be vested in the Trustees subject to the provisions of the Trustee Act 1925 and, in respect of any Charity created, promoted, sponsored, endorsed or subsidized by the Company or any charitable status acquired by the Company it

shall be managed and undertaken by the Trustees in accordance with The Charities Act 1992, subject nevertheless to the provisions of the Companies Acts and these Articles being not inconsistent with the aforesaid provisions but any Regulation or Bye-law so made by the Company in general shall not invalidate any prior act of the Trustees which would have been valid if that Regulation or, as the case may be, Bye-law had not been made.

# Bye-laws

* 1. The Trustees may make from time to time and at any time such rules or bye-laws not inconsistent with the Memorandum and Articles of Association as they consider to be necessary or convenient for the proper conduct and management of the business of the Trustees or for the performance of the Trust. Any such rule or bye- law shall be deemed not to form part of the Articles and shall be construed separately from the Articles except as such rule or bye-law may provide to the contrary, but nevertheless shall be binding on the Company and the Trustees subject as aforesaid as therein provided.

# Financial

* 1. The Trustees shall be empowered to manage and control a designated bank account in the name of the Company as ascribed to the Trust or Charitable account and all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to or received by the Company in the name of a Trust or Charitable account shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two or more Trustees holding office as a Trustee and as a Director of the Company in such manner as the Trustees shall from time to time determine but at all times indicating the Trust or charitable status of the Company. Any bank account in which assets of the Company are held shall be operated only by the Trustees and shall include the name of the Company and indicate the charitable or trust status of it.

# Borrowing powers

* 1. The Trustees shall have no power or authority to borrow money or grant any mortgage, charge or standard security over the undertaking, property or assets of the Company, or any part thereof, or issue any security for any debt, liability or obligation of the Trustees howsoever arising.

# Recording administration

* 1. The Trustees shall cause Minutes to be made:

i) of all the appointments, resignations, retirements and the removal of any Trustee;

ii) of the names of the Trustees present at each meeting of the Trustees and any meeting of a sub-committee formed by the Trustees; and

iii) of all Resolutions, proceedings and business at all meetings of the Trustees and of any sub-committee meeting

and together with all registers, instruments, contracts, notices, records or other information or any thereof statutorily or otherwise required to be registered or recorded in accordance with the Trustee Act 1925, The Charities Act 1992 or the Company, and for the same to be recorded in bound books or by some other means so long as the recording is capable of being produced or reproduced in legible form and adequate precautions are taken for guarding against falsification and the Trustees present at any meeting of the Trustees or of a sub-committee shall sign their names in a book to be kept and maintained for that purpose and any such Minutes of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

# Effect of vacancies in office

* 1. The Trustees for the time being may act notwithstanding any vacancy in their body PROVIDED ALWAYS that in case the Trustees shall at any time be reduced in number to less than the minimum number prescribed it shall be lawful for them to act as the Trustees for the purpose of filling up vacancies in their body or of summoning a general meeting, but not further or otherwise.

# Appointment of Trustees

* 1. The Chairman of the Board of Directors shall act as the Appointor with authority to appoint a member of the Company to act as a Trustee and further the Appointor in exercise of the powers conferred upon him by the Trustee Act 1925 and all other enabling powers shall thereupon by Deed appoint the New Trustee to be a Trustee of the Company in the place of an outgoing Trustee to act jointly with the Continuing Trustees.

# Disqualification of the Trustees

* 1. The Office of Trustee shall be vacated if the holder thereof:

i) becomes bankrupt or makes generally any arrangement or composition with his creditors; or

ii) becomes a person in respect of whom an order is made by any competent court by reason of mental disorder or becomes incapable by reason of illness or injury of managing and/or administering the affairs or the business of the Trust or Charity; or

iii) ceases to be for whatever reason a member of the Company; or

iv) resigns office by notice in writing to the Company but so that any purported resignation shall not be valid unless there are immediately thereafter in office Trustees comprising the minimum number prescribed for the time being or under the Articles; or

v) is convicted of an offence which is likely to bring the Company into disrepute; or

vi) is removed from office under the provisions of the Companies Acts or the Articles; or

vii) has been absent for more than 3 consecutive months without permission of the Trustees from meetings thereon held during that period and the Trustees so resolve; or

viii) receives from the Company any payment except only as may be permitted expressly by the Memorandum of Association but subject thereto the Trustees may be paid all reasonable travelling, hotel and other expenses incurred properly by them in connection with their attendance at meetings of Trustees and committees of Trustees and other general meetings at which they are required to attend, and otherwise in connection with the discharge of their duties immediately upon the happening of such event; or

ix) in the case of the Treasurer, he becomes prohibited from holding office by reason of any of the matters in the Companies Acts or the Company Directors Disqualification Act 1986 or s.45 of the Charities Act 1992 or otherwise becomes prohibited by law from being a director of the Company.

# Appointment and non-re-election

* 1. The Trustees having been appointed by Deed shall remain in office in accordance with the terms of such Deed and shall not be required to retire or be subject to re- election at any Annual General Meeting of the Company.

# Validity of Acts despite defaults

* 1. All acts bona fide done by any meeting of the Trustees or of any committee, or by any Trustee notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee, or that such Trustee or any of them were disqualified, shall be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

# Conformity

* 1. The Trustees shall comply with their obligations under the Trustee Act 1925 and The Charities Act 1992 (or any statutory re-enactment, extension or modification of those Acts) with regard to the preparation of an Annual Report and its transmission to the Commissioners of The Charities Act 1982 and further the Trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re- enactment, extension or modification of those Acts) with regard to the preparation of an Annual Return and its transmission to the Commissioners and in respect of any compliance procedures required in accordance with the Companies Acts in respect of Trusts and Trustees.

# USE OF FACILITIES

1. Each member agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Company or a member will be required, as a condition of such use, to agree to be bound by and subject to these Articles, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that each of the LTA and the Company can enforce any breach at its option and in its

sole discretion.

# RULES

1. Directors may from time to time make such Rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:-
2. the admission and classification of members of the Company (including the admission of affiliated clubs and other organisations to membership); and
3. the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated; and
4. the entrance fees, subscriptions and other fees or payments to be made by members; and
5. the conduct of members of the Company in relation to one another, and to the Company's servants; and
6. the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes; and
7. the procedure at general meetings and meetings of the Directors and committees of the Directors in so far as such procedure is not regulated by the Articles; and
8. generally, all such matters as are commonly the subject matter of Company rules.
	1. The Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company PROVIDED THAT no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.