

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**Company Number:  
Incorporated:**

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**ARTICLES OF ASSOCIATION OF  
Bracknell Lawn Tennis Club Limited**

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**Ref: NCB/BRA537/1**

The Companies Act 2006

Company Limited by Guarantee

**ARTICLE OF ASSOCIATION OF  
*Bracknell Lawn Tennis Club Limited***

1. Name

The name of the **Club** is **Bracknell Lawn Tennis Club Limited**.

2. Registered Office

The registered office of the Club is to be in England and Wales.

3. Objects

The **Objects** of the Club are:

- 3.1. the promotion of the game of lawn tennis for all its Members, regardless of proficiency in and around the parish of Bracknell, in the county of Berkshire;
- 3.2. the provision of social activities and recreational facilities for its Members and guests; and
- 3.3. to do all such other things as the Directors think fit to further the interests of the Club and those Objects.

4. Powers

The Club has the following powers, which may be exercised only in promoting the Objects:

- 4.1. to promote or carry out research.
- 4.2. to provide advice.
- 4.3. to publish or distribute information.
- 4.4. to co-operate with other bodies.
- 4.5. to support, administer or set up charities.
- 4.6. to raise funds.
- 4.7. to borrow money and give security for loans.
- 4.8. to acquire or hire property of any kind.
- 4.9. to let or dispose of property of any kind.

- 4.10. to make grants or loans of money and to give guarantees.
- 4.11. to set aside funds for special purposes or as reserves against future expenditure.
- 4.12. to deposit or invest in funds in any manner.
- 4.13. to arrange for investments or other property of the Club to be held in the name of a **nominee company** acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 4.14. to deposit documents and physical assets with any company registered or having a place of business in England and Wales as **custodian**, and to pay any reasonable fee required.
- 4.15. to insure the property of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required.
- 4.16. to pay for **indemnity insurance** for the Directors.
- 4.17. to employ paid or unpaid agents, staff or advisers.
- 4.18. to enter into contracts to provide services to or on behalf of other bodies.
- 4.19. to establish or acquire subsidiary companies to assist or act as agents for the Club.
- 4.20. To acquire or merge with any other company the objects of which are the same as or similar to the Objects whether by way of the acquisition of assets or otherwise.
- 4.21. to pay the costs of forming the Club.
- 4.22. to do anything else within the law which promotes or helps to promote the Objects.

## 5. Benefits to Members and Directors

The income and property of the Club shall be applied solely towards the promotion of the Objects and whilst the Club is operating no portion of its income or property shall be paid or transferred to any Member of the Club provided that nothing shall prevent the Club from making payment in good faith at a reasonable and proper rate to any Member, Director, officer or servant of the Club in respect of remuneration for services rendered, interest on moneys lent, rent for premises demised or reimbursement of out-of-pocket expenses.

## 6. Winding up

- 6.1. 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 remain shall not be paid or distributed to the Members but may be applied or transferred to any organisation or organisations for purposes similar to the Objects of the Club.

6.2. The decision on who is to benefit from the Club's remaining assets, pursuant to Article 6.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Directors at or before the time of winding up or dissolution.

## 7. Conflicts of Interest and Conflicts of Loyalty

7.1. Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee, the unconflicted Directors may authorise such a conflict of interest where the following conditions apply:

7.1.1. the conflicted Director declares an interest before the meeting or at the meeting before discussion begins on the matter; and

7.1.2. the conflicted Director is absent from the meeting for that item unless expressly invited to remain in order to provide information; and

7.1.3. the conflicted Director is not to be counted in the quorum for that part of the meeting; and

7.1.4. the conflicted Director is absent during the vote and has no vote on the matter; and

7.1.5. the unconflicted Directors consider it is in the interest of the Club to authorise the conflict of interest in the circumstances applying.

7.2. If a conflict of interest arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Directors may authorise such a conflict of interest where the following conditions apply:

7.2.1. the conflicted Director declares an interest before the meeting or at the meeting before discussion begins on the matter; and

7.2.2. the conflicted Director is absent from the meeting for that item unless expressly invited to remain in order to provide information; and

7.2.3. the conflicted Director is not counted in quorum for that part of the meeting; and

7.2.4. the conflicted Director is absent during the vote and has no vote on the matter; and

7.2.5. the unconflicted Directors consider it is in the interests of the Club to authorise the conflict of interest in the circumstances applying.

## 8. Limited Liability

The liability of Members is limited to the assets of the Club from time to time.

## 9. Guarantee

Every Member promises, if the Club is dissolved while he or she remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Club while he or she was a Member.

## 10. Membership

- 10.1. The Club must maintain a register of Members.
- 10.2. **Membership** of the Club is open to any individual interested in promoting the Objects who:
  - 10.2.1. applies to the Club in the form required by the **Directors**;
  - 10.2.2. is approved by the Directors; and
  - 10.2.3. signs the register of Members or consents **in writing** to become a Member.
- 10.3. The Directors may refuse to admit as a Member any individual if, acting reasonably and properly, they consider it to be in the best interests of the Club to refuse the application.
- 10.4. The Directors may establish and set out different classes of membership (including **informal membership**), prescribe their respective privileges and duties and amounts of any subscriptions for each class in the Rules and Regulations.
- 10.5. Membership is terminated if the Member concerned:
  - 10.5.1. gives written notice of resignation to the Club;
  - 10.5.2. dies;
  - 10.5.3. is more than 1 month in arrears in paying the relevant subscription, if any (but in such a case the Member may be reinstated on payment of the amount due);
  - 10.5.4. is removed from Membership by resolution of the Directors on the ground that in their reasonable opinion:
    - 10.5.4.1. the Member's continued membership is harmful to the Club;  
or
    - 10.5.4.2. the Member has breached any condition of Membership set out in clause 10.7.

The Directors may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 **clear days** after receiving notice.

- 10.6. Membership of the Club is not transferable.
- 10.7. Each Member agrees as a condition of Membership to be bound by and subject to:
  - 10.7.1. the Rules and Regulations of the Club;
  - 10.7.2. the LTA Rules; and
  - 10.7.3. the LTA Disciplinary Code.

## 11. General Meetings

- 11.1. General meetings are the meetings of the Members, consisting of the AGM and the special general meetings (if any).
- 11.2. Members are entitled to attend general meetings personally or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting.
- 11.3. There is a quorum at a general meeting if the number of Members present in person or by proxy is more than one tenth of the Members. Where, at a general meeting that is otherwise quorate, there is a conflict of interest in relation to any matter at a general meeting, then the quorum shall be the number of Members present who do not have such a conflict. If all Members present have a conflict in relation to any particular matter, then, in relation to that matter, the meeting shall not be quorate.
- 11.4. The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 11.5. Except where otherwise provided by the **Companies Act**, every issue is decided by a majority of the votes cast.
- 11.6. Every Member present in person or by proxy has 1 vote on each issue, except for the Chairman of the meeting who, in the event of an equality of votes, shall have a casting vote.
- 11.7. Where a written resolution is approved by the appropriate majority required for the resolution in question of those entitled to vote at a general meeting, or where approval of the resolutions is given electronically by the appropriate majority of those entitled to vote at a general meeting, then that resolution shall be as valid as a resolution actually passed at a general meeting. For this purpose a written resolution may be:
  - 11.7.1. set out in more than 1 document (in which case it will be treated as passed on the date of the last signature); or
  - 11.7.2. sent out and/or returned in hard copy or electronic format (and if sent back electronically, then the resolution will be treated as passed at the time and on the date of the last response to be received).
- 11.8. The Club must hold an **AGM** in every year. The first AGM must be held within 12 months after the Club's incorporation.

- 11.9. At an AGM the Members:
- 11.9.1. receive the accounts of the Club for the previous **financial year**;
  - 11.9.2. receive the Directors' report on the Club's activities since the previous AGM;
  - 11.9.3. shall accept the retirement of those Directors whose term of office has expired;
  - 11.9.4. elect Directors to fill the vacancies arising under Article 13.7;
  - 11.9.5. appoint auditors or independent examiners as appropriate for the Club;
  - 11.9.6. may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Club; and
  - 11.9.7. may discuss and determine any issues of policy or deal with any other business put before them by the Directors.
- 11.10. Any general meeting which is not an AGM is a special general meeting.
- 11.11. A special general meeting may be called at any time by the Directors and must be called on a written request from at least 20 Members.
- 11.12. The Members may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings and the circulation of resolutions consistent with the Companies Act as they think fit.

## 12. Notice of General Meetings

- 12.1. Any general meeting must be called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed, and if a special resolution is to be proposed, at least 14 clear days' written notice setting out the terms of the proposed special resolution.
- 12.2. A general meeting may be called on shorter notice if it is so agreed by all Members entitled to attend and vote.
- 12.3. If the general meeting is to be an AGM, the notice must say so.
- 12.4. The notice must be given to all Eligible Members.

## 13. The Directors

- 13.1. The Directors as **company directors** have control of the Club and its property and funds.
- 13.2. Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than four and shall not be more than fifteen.

- 13.3. The Directors shall form the Management Committee.
- 13.4. The subscribers to the **Memorandum** are the first Directors.
- 13.5. A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 13.6. Every Director must sign a declaration of willingness to act as a company director of the Club before he or she may vote at any meeting of the Directors.
- 13.7. A Director's term of office automatically terminates if he or she:
  - 13.7.1. is disqualified under the Companies Act from acting as a company director;
  - 13.7.2. is the subject of a decision by HMRC that they are not a fit and proper person as that term is defined by the Finance Act 2010;
  - 13.7.3. is incapable, whether mentally or physically, of managing his or her own affairs;
  - 13.7.4. is absent from 3 consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
  - 13.7.5. ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Directors on resuming membership of the Club before the next AGM);
  - 13.7.6. resigns by written notice to the Directors (but only if at least two Directors will remain in office);
  - 13.7.7. is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
- 13.8. The Directors may at any time co-opt any individual who is qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM.
- 13.9. The Directors may at any time co-opt any individual to act as an advisor to the Directors. A co-opted adviser shall be invited to attend meetings of the Directors as an observer to advise the Directors but shall have no voting rights on the issues to be determined by the Directors.

#### 14. Directors' proceedings

- 14.1. The Directors must hold at least 4 meetings each year.
- 14.2. A quorum at a meeting of the Directors is not less than half of the total number of Directors of the Club from time to time. Where, at a Directors' meeting that is otherwise quorate, there is a conflict of interest in relation to any matter at a

Directors' meeting, then the quorum shall be the number of Directors present who do not have such a conflict. If all Directors present have a conflict in relation to any particular matter, then, in relation to that matter, the meeting shall not be quorate.

- 14.3. A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 14.4. The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 14.5. Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than 1 document and will be treated as passed on the date of the last signature.
- 14.6. Every Director has 1 vote on each issue, except for the chairman of the meeting who, in the event of an equality of votes, shall have a casting vote.
- 14.7. A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 14.8. The Directors may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings, and the circulation of resolutions for confirmation as they think fit which shall apply until revoked or amended by resolution of the Directors.

## 15. Directors' powers

The Directors have the following powers in the administration of the Club:

- 15.1. to appoint (and remove) any Member (who may also be a Director) to act as Secretary in accordance with the Companies Act;
- 15.2. to delegate any of their powers which are conferred on them under the Articles to any such person or sub-committee, by such means and on such terms and conditions as they think fit. At least 1 member of every sub-committee must be a Director and all proceedings of committees must be reported promptly to the Directors;
- 15.3. to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy;
- 15.4. to make Rules and Regulations consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees, the administration of the Club and the use of its seal (if any);
- 15.5. to establish procedures to assist the resolution of disputes or differences within the Club; and

15.6. to exercise any powers of the Club which are not reserved to a general meeting.

## 16. Records and Accounts

16.1. The Directors must comply with the requirements of the Companies Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies:

16.1.1. annual returns;

16.1.2. annual reports; and

16.1.3. annual statements of account.

16.2. The Directors must keep proper records of:

16.2.1. all proceedings at general meetings;

16.2.2. all proceedings at meetings of the Directors;

16.2.3. all reports of committees; and

16.2.4. all professional advice obtained.

16.3. Accounting records relating to the Club must be made available for inspection by any Director or Member at any reasonable time during normal Club opening hours.

16.4. A copy of the Club's latest available statement of account must be supplied on request to any Director or Member. A copy must also be supplied, within 2 months, to any other person who makes a written request and pays the Club's reasonable costs.

## 17. Notices

17.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means.

17.2. The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the register of Members.

17.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

17.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;

17.3.2. 2 clear days after being sent by first class post to that address;

17.3.3. 3 clear days after being sent by second class or overseas post to that address;

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

17.3.5. as soon as the Member acknowledges actual receipt.

17.4. A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## 18. Means of Communication

18.1. Subject to the Articles, anything sent or supplied by or to the Club under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Club.

18.2. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

## 19. Disputes

If a dispute arises between the Members about the validity or propriety of anything done by the Members under the Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## 20. Interpretation

20.1. In the Articles, unless the context indicates another meaning:

‘**AGM**’ means an annual general meeting of the Club;

‘the **Articles**’ means the Club’s articles of association;

‘**Chairman**’ means the chairman of the Directors or the Members (as appropriate);

‘**Club**’ means the Bracknell Lawn Tennis Club Limited governed by the Articles;

‘**Club Captain**’ means the captain of the Club;

‘**clear day**’ means 24 hours from midnight following the relevant event;

‘the **Companies Act**’ means the Companies Act 2006;

‘**custodian**’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘**Director**’ means a director of the Club and ‘**Directors**’ means the directors.

‘**financial year**’ means the Club’s financial year;

**'firm'** includes a limited liability partnership;

**'indemnity insurance'** means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

**'informal member'** and **'informal membership'** refers to a supporter who may be called a 'member' but is not a company Member of the Club;

**'LTA'** means the Lawn Tennis Association;

**'LTA Disciplinary Code'** means the LTA's Disciplinary Code as in force from time to time;

**'LTA Rules'** means the LTA's rules as in force from time to time;

**'Management Committee'** means the committee of Directors responsible for the management of the Club;

**'Member'** and **'membership'** refer to company membership of the Club;

**'Memorandum'** means the Club's Memorandum of Association;

**'month'** means calendar month;

**'nominee company'** means a corporate body registered or having an established place of business in England and Wales;

**'the Objects'** means the Objects of the Club as defined in Article 3;

**'Rules and Regulations'** means the rules and regulations of the Club as in force from time to time;

**'Secretary'** means the company secretary of the Club;

**'term of office'** means 1 year;

**'Treasurer'** means the treasurer of the Club;

**'written'** or **'in writing'** refers to a legible document on paper or electronic including fax and e-mail;

**'year'** means calendar year.

20.2. Expressions defined in the Companies Act have the same meaning.

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

