

ARTICLES
OF
ASSOCIATION
of
THE LANSDOWN TENNIS, SQUASH AND CROQUET
CLUB LIMITED

Company No. 03295397

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COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE LANSDOWN TENNIS, SQUASH AND CROQUET CLUB LIMITED

PART 1

INTERPRETATION, OBJECTS AND POWERS AND LIABILITY

1. Name

The name of the company is ‘The Lansdown Tennis, Squash and Croquet Club Limited’.

2. Interpretation

2.1 In these articles, unless the context requires otherwise–

"the 2006 Act" means the Companies Act 2006 as modified by statute or re-enacted from time to time;

“articles” means these articles of association, as may be amended from time to time;

“assurance report” means a document prepared following a review of the club’s accounts by a suitably qualified independent reviewer;

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

“Chairperson” means the person elected from time to time in accordance with article 21 as the chairperson of the club;

“clear days” in relation to any period of notice, means a period of days exclusive of the day on which the notice is served and of the day for which it is given;

“CLTA” means the Avon County Lawn Tennis Association;

"club" means the Lansdown Tennis, Squash and Croquet Club Limited;

"clubhouse" means the building at the club's premises so named;

“club rules” means the rules of the club made by the committee under article 19, as amended from time to time;

"committee" means the management committee of the club established in accordance with article 20;

“Deputy Chairperson” means the person from time to time elected in accordance with article 21 as the deputy chairperson of the club;

“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 2006 Act;

“England Squash” is the governing body for squash and squash 57 in England, a company limited by guarantee with registered number 2411107, or such successor entity as becomes the governing body for the games of squash and squash 57 within England from time to time;

“England Squash Code of Conduct” means the code of conduct of England Squash in force from time to time;

“full member” means a member of the club who enjoys all of the rights specified in article 29.2 and who is a member of the club for the purposes of the 2006 Act;

”General Manager” means the general manager of the club appointed by the committee under article 4.4;

“general meeting” means an annual general meeting or an extraordinary general meeting of the club;

“hard copy form” has the meaning given in section 1168 of the 2006 Act;

“LTA” means Lawn Tennis Association Limited (the governing body of tennis within Great Britain), a private company limited by guarantee with registered number 07459469, and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain from time to time;

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

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

“member” means any person admitted to membership of the club in accordance with article 26 and the club rules in force from time to time;

“ordinary resolution” has the meaning given in section 282 of the 2006 Act;

“participate” has, in relation to a committee meeting, the meaning given in article 13;

“President” means the person from time to time elected in accordance with article 21 as the president of the club;

“proxy notice” has the meaning given in article 41;

“Rules of Squash” are those rules concerning the playing of the game of squash, as published by the World Squash Federation and supported by England Squash;

“special resolution” has the meaning given in section 283 of the 2006 Act;

“sports” means the games of tennis, squash and croquet;

“Treasurer and Company Secretary” means the person from time to time elected in accordance with article 21 as the treasurer and company secretary of the club;

“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.

2.2 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the 2006 Act but excluding any statutory modifications not in force when the articles became binding on the club.

2.3 Any reference to—

(i) a singular number shall include the plural number and vice versa;

(ii) the masculine gender only shall include the feminine gender;

(iii) “person” shall include corporation; and

(iv) “squash” shall include racketball.

2.4 For the purposes of section 20 of the 2006 Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of the articles.

3. Objects

The club's objects are—

3.1 to hold the club’s freehold premises situate at Northfields, Lansdown in the City of Bath and to acquire by purchase, lease or otherwise such grounds and buildings as may be required for the purposes of the club and to maintain the same;

3.2 principally to provide facilities for and generally to promote, encourage and facilitate the playing of the “sports” in the area of Bath and amongst the community;

3.3 to maintain and run a sports club for the benefit of members and their guests (without

- discrimination) and to encourage and facilitate their participation in the sports;
- 3.4 to provide and maintain apparatus and equipment used in connection with any of the sports played at the club;
 - 3.5 to provide, furnish, modify and maintain a clubhouse, together with all the usual facilities, for use by members, their guests, employees and others (without discrimination);
 - 3.6 to sell or supply food and drink, including intoxicating liquor, and to promote and encourage members to participate in other activities, as a social adjunct to the sporting purposes of the club;
 - 3.7 to provide other ordinary benefits of an amateur sports club as set out in Part 13 Chapter 9 Corporation Tax Act 2010, including, without limitation, provision of suitably qualified coaches, coaching courses, insurance and post-match refreshments;
 - 3.8 to promote and hold, either alone or jointly with any other association, club or persons – meetings, competitions and matches for the playing of the sports and to offer, give or contribute towards prizes, medals and awards for the sports;
 - 3.9 to provide and maintain apparatus and equipment required in connection with the maintenance of the grounds, clubhouse and other premises of the club by employees and members;
 - 3.10 to take and retain membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
 - 3.11 subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules concerning the playing of the game of tennis at the club, including, without limitation, rules concerning disciplinary procedures that may be taken against members who play tennis;
 - 3.12 to take and retain membership of England Squash and to comply with and uphold the Rules of Squash and the England Squash Code of Conduct;
 - 3.13 subject to the England Squash Code of Conduct and England Squash' wider jurisdiction, to make rules concerning disciplinary procedures that may be taken against members who play squash;
 - 3.14 to establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, or amalgamate with any other associations or clubs whose objects are similar or in part similar to the objects of the club, or the establishment or promotion of which may be beneficial to the club provided that no subscription may be paid to any such other association or club out of the funds of the club, except bona fide in furtherance of the objects of the club;

- 3.15.1 to support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the club or its employees, or that may be connected with the sports or any of them;
- 3.15.2 to give pensions, gratuities, Christmas presents or charitable aid to any person who may have served the club, or to any of the relatives of any such person;
- 3.15.3 to purchase and maintain insurance for the protection of the club, its assets, its members and its employees; and
- 3.15.4 to form and contribute to provident and benefit funds for the benefit of any persons employed by the club;
- 3.16 to invest and deal with the money of the club not immediately required upon such securities and in such manner as the committee may from time to time determine;
- 3.17 to borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the club or by mortgage or charge upon all or any part of the property of the club;
- 3.18 to lease, sell or otherwise deal with and dispose of all or any part of the lands and other property of the club, either together or in portions, for such consideration as the club may think fit and, in particular, for shares, debentures or securities of any company purchasing them;
- 3.19 to obtain funding for the activities of the club by fixing and collecting membership subscriptions, entrance fees and match fees and by obtaining sponsorship and other available funding;
- 3.20 to operate as a non-profit making company such that any surplus income or gains will be reinvested in the club; and
- 3.21 to do all such other things that are in the best interests of the club, including things which are incidental or conducive to the attainment of any of the objects stated above.

4. Powers

- 4.1 Subject to article 4.2, the club shall have the powers to do all such lawful things as are consistent with the furtherance of its objects, including, without limitation, the powers specified in article 4.3 to 4.4.
- 4.2.1 The income and property of the club shall be applied solely towards the promotion of the objects and no portion thereof shall be paid or transferred directly or indirectly, 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.

- 4.2.2 No member shall be paid a salary, bonus fee or other remuneration for playing for the club.
- 4.3 Nothing in article 4.2 shall prevent the payment in good faith by the club–
- 4.3.1 to any committee member or sub-committee member of reasonable and proper out-of-pocket expenses incurred in the exercise of their powers and the discharge of their responsibilities in relation to the club;
- 4.3.2 of interest on money lent by any member of the club at a commercial rate of interest;
- 4.3.3 of reasonable and proper rent for premises demised or let by any member of the club;
- 4.3.4 of any premium in respect of the purchase and maintenance of indemnity insurance pursuant to article 47; or
- 4.3.5 of such other payments as are permitted by the articles.
- 4.4 The club may hire or employ such persons as are considered necessary for the purposes of the club and remunerate them in return for services rendered to the club, including–
- 4.4.1 a General Manager to be responsible to the committee and responsible for managing all aspects of club related business delegated to him or her;
- 4.4.2 a franchisee, steward or other employee to operate the bar and kitchen; and
- 4.4.3 staff to provide the support services required to operate the club, the bar and kitchen.

5. Liability of Members

- 5.1 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 it being wound up while he or she is a member or within one year after he or she ceases to be a member for any of the items set out in article 5.2.
- 5.2 The items for which the members undertake to contribute are–
- 5.2.1 payment of the club’s debts and liabilities contracted before he or she ceases to be a member;
- 5.2.2 payment of the costs, charges and expenses of winding up; and
- 5.2.3 adjustment of the rights of the contributories among themselves.

PART 2 COMMITTEE

COMMITTEE'S POWERS AND RESPONSIBILITIES

6. Committee's General Authority

Subject to the articles, club rules and the 2006 Act, the committee is responsible for the management of the club's business, for which purpose it may exercise all the powers of the club.

7. Committee's Specific Powers and Responsibilities

7.1 As soon as practicable following each annual general meeting, the committee shall publish statements to the members of its policies regarding expenditure and development.

7.2 Any proposal to—

(i) hire or employ any person pursuant to article 4.4, in addition to those persons currently hired or employed under that provision, whose annual or total remuneration in return for services rendered to the club will exceed the sum determined by the members at the last annual general meeting; or

(ii) provide new facilities at the club which will cost more than the sum determined by the members at the last annual general meeting,

shall require the prior approval of the full members by a simple majority vote at a general meeting, provided that any terms or conditions of employment or of any contract to provide such facilities shall be the responsibility of the committee.

7.3 The committee may, with the sanction of a resolution in general meeting of the club, issue debentures, debenture stock, bonds or obligations of the club at any time, in any form or manner and for any amount and may raise or borrow for the purposes of the club any sum or sums of money either upon mortgage or charge of all or any property of the club whether present or future or on bonds or debentures secured by trust deed or otherwise not secured.

7.4 The committee may, upon payment of such charge or proportionate payment as they may think fit, allow individuals and bodies to run in or on the club premises events for which participants are charged, provided these comply with the licensing arrangements and any agreement with the Local Authority.

7.5 No person may use the facilities of the club to carry on a business or receive payment for goods and services without the authorisation of the committee.

8. Delegation by the Committee

8.1 Subject to the articles, the committee may delegate any of the powers which are conferred on it under the articles—

8.1.1 to such sub-committee;

- 8.1.2 by such means (including by power of attorney);
 - 8.1.3 to such an extent;
 - 8.1.4 in relation to such matters; and
 - 8.1.5 on such terms and conditions,
as it thinks fit.
- 8.2 All acts and proceedings delegated under article 8.1 shall be reported to the committee.
- 8.3 The committee may revoke any delegation in whole or in part, or alter its terms.
- 9. Sub-Committees**
- 9.1 All members of sub-committees must be full members and must be approved by the committee.
- 9.2 Sub-committees to which the committee delegates any of its powers must comply with such terms and conditions as the committee may specify under article 8.1.5 and 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 the committee.
- 9.3 The committee may make rules of procedure for any sub-committee, which shall prevail over any club rules which are not consistent with them.

DECISION-MAKING BY COMMITTEE

10. Committee to take Decisions Collectively

Any decision of the committee must be either a majority decision at a meeting or a decision taken in accordance with article 11.

11. Unanimous Decisions

- 11.1 A decision of the committee is taken in accordance with this article when all eligible members of the committee indicate to each other by any means that they share a common view.
- 11.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible member or to which each eligible member has indicated agreement in writing.
- 11.3 References in this article to eligible members are to members who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the

committee.

- 11.4 A decision may not be taken in accordance with this article if the eligible members would not have formed a quorum at such a meeting.

12. Calling a Meeting of the Committee

- 12.1 The committee may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least six such meetings shall be held in each year.

- 12.2 The committee shall report on their activities to the members at the annual general meeting.

- 12.3 Any member of the committee may call a meeting of the committee by giving notice to the other members or by directing the Chairperson to give such notice.

- 12.4 Notice of any meeting of the committee must indicate–

- 12.4.1 its proposed date and time;

- 12.4.2 where it is to take place; and

- 12.4.3 if it is anticipated that members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.

- 12.5 Notice of a meeting of the committee must be given to each member of the committee but need not be in writing.

- 12.6 A member who is absent from Great Britain shall be entitled to notice of a meeting if he or she has provided a valid email address.

13. Participation in Meetings of the Committee

- 13.1 Subject to the articles, members participate in a meeting of the committee, or part of such a meeting, when–

- 13.1.1 the meeting has been called and takes place in accordance with the articles; and

- 13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 13.2 In determining whether members are participating in a meeting of the committee, it is irrelevant where any member is or how they communicate with each other.

- 13.3 If all the members participating in a meeting of the committee are not in the same

place, they may decide that the meeting is to be treated as taking place wherever any of them is located.

14. Quorum

14.1 The quorum for meetings of the committee may be fixed from time to time by a decision of the members of the committee but it must never be less than five and, unless otherwise fixed, it is five.

14.2 Subject to article 14.3, the committee may act notwithstanding any vacancy on the committee.

14.3 If the total number of members for the time being is less than the quorum required, the members must not take any decision other than a decision–

14.3.1 to fill a casual vacancy arising on the committee, in accordance with article 23; or

14.3.2 to admit members to the club.

15. Chairing of Meetings of the Committee

15.1 The Chairperson shall be chairperson or chairwoman of the committee and shall preside at all meetings of the committee at which he or she is present.

15.2.1 If at any meeting of the committee, the Chairperson is not present 15 minutes after the time the meeting was due to start (“the appointed time”), the Deputy Chairperson shall preside.

15.2.2 If the Deputy Chairperson is also not present 15 minutes after the appointed time, the members who are present shall choose one of their number to be chairperson of the meeting.

15.2.3 Where the Deputy Chairperson or the person chosen under article 15.2.2 presides, he or she is, for the time being, to be treated as the Chairperson for the purposes of the articles.

16. Casting Vote

16.1 Subject to article 16.2, if the numbers of votes cast for and against a proposal at a meeting of the committee are equal, the chairperson of the meeting shall have a casting vote.

16.2 Article 16.1 shall not apply to give a casting vote to the chairperson of the meeting if, in accordance with article 17, the person who is chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting

purposes.

17. Conflicts of Interest

- 17.1 Subject to article 17.2, if a proposed decision of the committee is concerned with an actual or proposed transaction or arrangement with the club in which a member of the committee is interested, that member is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 17.2 The prohibition under article 17.1 shall not apply when—
- 17.2.1 the committee approves the member counting towards the quorum and voting on the transaction or arrangement, notwithstanding such interest, in accordance with section 175 of the 2006 Act;
- 17.2.2 the member is not required to declare an interest, pursuant to section 177 or 182 of the 2006 Act; or
- 17.2.3 the member's conflict of interest arises from a permitted cause.
- 17.3 For the purposes of article 17.2.3, the **permitted causes** are—
- 17.3.1 a guarantee, security or indemnity given, or to be given, by or to a member of the committee in respect of an obligation incurred by or on behalf of the club;
- 17.3.2 subscription, or an agreement to subscribe, for securities of the club, or to underwrite, sub-underwrite or guarantee subscription for any such securities; and
- 17.3.3 arrangements pursuant to which benefits are made available to employees (or former employees) of the club and members (or former members) of the committee, which do not provide special benefits for members (or former members) of the committee.
- 17.4 For the purposes of this article, references to proposed decisions and decision-making processes include any meeting, or part of a meeting, of the committee.
- 17.5 Subject to article 17.6, if any question arises at a meeting of the committee as to the right of a member of the committee to participate in the meeting (or part of the meeting) for quorum or voting purposes, that question may be referred to the chairperson of the meeting before the conclusion of the meeting, whose ruling in relation to any member, other than him or herself, is to be final and conclusive.
- 17.6 If any question arises at a meeting of the committee as to the right of the chairperson of the meeting to participate in the meeting (or part of the meeting) for quorum or voting purposes, that question is to be decided by a simple majority of the other members of the committee at that meeting, whose decision in relation to the chairperson is to be final and conclusive.

18. Records of Decisions to be Kept

- 18.1 The committee shall ensure that the club keeps a record, in writing, of every unanimous or majority decision taken by the committee and by the club in general

meeting, for at least ten years from the date of the decision recorded.

18.2 Any such record, if purporting to be signed by the chairperson of such meeting, or by the chairperson of the next succeeding meeting, shall be sufficient evidence, without any further proof, of the facts stated therein.

18.3 The chairperson of a meeting of the committee shall ensure that the record of any decisions taken at that meeting is circulated to every member of the committee in a timely manner.

18.4 The club's record of decisions taken by the committee and by the club in general meeting shall be made available for inspection by members of the club.

19. Committee's Discretion to make Club Rules

19.1 The committee shall have the power to make, vary and revoke any club rules which they consider necessary for the proper conduct or management of the club, provided that—

(i) nothing in the club rules shall prejudice the club's status as a Community Amateur Sports Club under Part 13 Chapter 9 Corporation Tax Act 2010; and

(ii) the said rules shall be consistent with the articles and the 2006 Act.

19.2 Without prejudice to the generality of article 19.1, the committee may by such rules—

19.2.1 make provision for—

(i) different categories of membership of the club; and

(ii) the criteria for admission to membership of the club for each category;

19.2.2 regulate the use of the premises and facilities of the club and of any equipment provided by the club, by members and their guests;

19.2.3 regulate the licensable activities of the club;

19.2.4 regulate the function, role, selection, operation and quorum of sub-committees to assist the committee in the better administration of the club;

19.2.5 regulate the conduct of members of the club and their guests when they participate in any of the sports;

19.2.6 regulate the conduct of members of the club generally; and

19.2.7 impose sanctions (including expulsions, suspensions and fines) for breach of any club rule or any of the articles.

19.3 The committee shall—

- 19.3.1 ensure that the club rules are readily accessible to the members; and
- 19.3.2 notify the members whenever it makes a new rule or varies or revokes an existing rule.
- 19.4 Any club rule made by the committee may be set aside by an ordinary resolution of a general meeting of the club.

COMPOSITION OF THE COMMITTEE

20. Composition

- 20.1 The committee shall consist of–
 - 20.1.1 the President, who shall be a director by virtue of his or her office;
 - 20.1.2 the Chairperson, who shall be a director by virtue of his or her office;
 - 20.1.3 the Deputy Chairperson, who shall be a director by virtue of his or her office;
 - 20.1.4 the Treasurer and Company Secretary, who shall be a director by virtue of his or her office;
 - 20.1.5 the Tennis Secretary;
 - 20.1.6 the Squash Secretary;
 - 20.1.7 the Croquet Secretary;
 - 20.1.8 the Facilities Secretary; and
 - 20.1.9 up to a further four full members without portfolio.
- 20.2 Each member of the committee must satisfy HMRC’s fit and proper person test to be involved in the general control, management and administration of the club and must declare (in the required form) that he or she is a fit and proper person, prior to being elected.
- 20.3 All acts carried out in good faith by the committee, any member of the committee or by any sub-committee shall, notwithstanding it shall be discovered afterwards that there was some defect in the appointment or continuance in office of any member of the committee or sub-committee, be as valid as if every such person had been duly appointed or had duly continued in office.

21. Elections

- 21.1.1 Any full member of the club may nominate himself, herself or another full member to be elected to one of the posts specified in article 20.1.
- 21.1.2 Any nomination must be seconded by another full member.

- 21.1.3 A full member may only nominate or second one candidate for each post.
- 21.1.4 Any person intending to accept such a nomination who has any financial or other conflict of interest in such appointment must declare all such interests to the club, in writing, before accepting that nomination.
- 21.1.5 Any nomination must be made on the form prescribed by the committee from time to time and the form must be completed and returned to the club, not later than such date and time as the committee shall prescribe.
- 21.2 Failure to comply with article 21.1.4 will lead to automatic disqualification from committee membership.
- 21.3 The election of members of the committee shall take place at the annual general meeting.
- 21.4 The President shall be elected for an initial term of three years, at the end of which he or she shall retire but, subject to article 21.6, shall be entitled to seek re-election for a subsequent term in accordance with this article.
- 21.5 All other members of the committee shall be elected for an initial term of one year, at the end of which they shall retire but, subject to article 21.6, shall be entitled to seek re-election for subsequent terms in accordance with this article.
- 21.6.1 Where a member of the committee has occupied the same key post for a continuous period of six years, that person shall not be eligible for re-election to that post or election to any other key post for a period of two consecutive years thereafter.
- 21.6.2 In the event that no one is nominated to be elected to that post in accordance with this article, the newly elected committee may appoint that person to fill the vacancy for one year only.
- 21.6.3 Any person appointed to fill a vacancy pursuant to article 21.6.2 must retire at the following annual general meeting and shall not be eligible for re-election to that post or election to any other key post for a period of two consecutive years thereafter.
- 21.7 Notice of the election of the committee shall be displayed prominently at the clubhouse at least twenty one clear days prior to the annual general meeting until seven clear days prior to the meeting, on which date nominations shall close at 5pm.
- 21.8.1 Where only one person is nominated for any office, that person shall be declared elected unopposed at the annual general meeting.
- 21.8.2 Where more than one person is nominated for any office, there shall be an election by secret ballot, to be conducted at the annual general meeting.
- 21.8.3 If an election by secret ballot for any post is tied, the acting returning officer shall decide the result by the drawing of lots.

21.9 The President, the Chairperson, the Deputy Chairperson and the Treasurer and Company Secretary shall be directors of the club by virtue of their office.

21.10 For the purposes of article 21.6, the key posts on the committee are the President, the Chairperson, the Deputy Chairperson and the Treasurer and Company Secretary.

22. Removal of Members of the Committee

22.1 Without prejudice to the provisions of section 168 of the 2006 Act, a person shall cease to be a member of the committee as soon as–

22.1.1 that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;

22.1.2 a bankruptcy order is made against that person;

22.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

22.1.4 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 holding office and may remain so for more than six months;

22.1.5 that person is suspended from holding office or from taking part in any activity relating to the management or administration of the club by a decision of the CLTA, the LTA or England Squash;

22.1.6 that person has been absent for three consecutive meetings without permission of the committee and all other members of the committee agree that his or her office be vacated;

22.1.7 that person ceases to be a member of the club;

22.1.8 that person has given notice in writing to the club that he is resigning from the committee, and that resignation has taken effect in accordance with its terms;

22.1.9 a decision is made to remove him or her by an ordinary resolution of the members at an extraordinary general meeting; or

22.1.10 that person has failed to make a declaration in writing of his or her interests, in accordance with article 21.1.4.

23. Casual Vacancies

23.1 Where, prior to the expiry of his or her term of office, a member of the committee resigns or is removed from office pursuant to article 22, the committee shall take all reasonable steps to fill the vacancy arising as soon as possible.

23.2 Any person appointed to fill such a vacancy must be a full member and must retire at

the following annual general meeting but shall be eligible for election to the committee thereafter, in accordance with article 21.

24. Remuneration and other Financial Interests

- 24.1 No member of the committee may receive any remuneration for his or her services in that capacity or receive payment for work undertaken on behalf of the club other than reasonable expenses.
- 24.2 No member of the club shall be eligible for election to the committee if in the twelve months preceding his or her proposed election he or she has received any payment from the club under the terms of either a contract of employment or a franchise agreement.
- 24.3 No member of the club shall be eligible for election to the committee as the Secretary or Deputy Secretary (if any) of any of the sports if he or she has any direct or indirect financial interest in professional coaching or training services supplied to members in respect of that sport.

PART 3

MEMBERSHIP AND GENERAL MEETINGS

MEMBERSHIP

25. Membership

- 25.1 For the purposes of registration the number of members is declared to be unlimited.
- 25.2 The subscribers to the memorandum of association of the club, the members of the unincorporated club known as The Lansdown Tennis, Squash and Croquet Club, Bath, referred to in paragraph 3.1 of the articles and such other persons as are admitted to membership by the committee in accordance with article 26 shall be the members of the club.

26. Applications for Membership

- 26.1 Membership of the club is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the sports (or any of them) or the good conduct and interests of the club and no person shall be denied membership of the club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
- 26.2 No person shall become a member of the club unless—
 - 26.2.1 he or she has submitted an application for membership in a form approved by the committee together with the appropriate subscription; and

26.2.2 the committee has approved the application.

26.3 A person shall not be entitled to any privileges of the club until two days have passed since his or her application for membership was submitted, whether or not he or she is admitted as a member before those two days have elapsed.

26.4 A person who has been denied membership may appeal against such a decision by notifying the committee, who shall put the matter to a general meeting for it to be decided by a majority vote of the full members present and voting at such meeting.

27. Subscriptions

27.1 The committee may from time to time fix the levels of entrance fees and annual and other subscriptions to be paid by the different categories of members, provided that the committee–

27.1.1 shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the club; and

27.1.2 shall not increase such fees, in any one year, by more than 5% above the rate of inflation, as measured by the Consumer Price Index published by the National Statistics Office of the UK Government, without the prior approval of the majority of full members present and voting at a general meeting.

27.2 The committee may provide, either generally or as respects any particular member or members, for payment of annual subscriptions by instalments.

27.3 Subscription renewal dates shall be determined by the committee.

28. Conditions of Membership

28.1 All members shall be bound by and subject to the articles and the club rules.

28.2.1 Those members who play tennis shall also be bound by the LTA Rules and the LTA Disciplinary Code.

28.2.2 Those members who play squash shall also be bound by the Rules of Squash and the England Squash Code of Conduct.

28.3.1 The members shall pay any entrance fees and annual subscription fixed by the committee under article 27.1.

28.3.2 Any member whose annual subscription is more than three months in arrears shall be deemed to have resigned his or her membership of the club.

28.3.3 Where the committee has decided, in accordance with article 27.2, that the

subscription of any particular member may be paid by instalments, article 28.3.2 applies to the failure to pay three successive instalments, substituting the due date of the instalment for the due date of the annual subscription.

28.4 Subject to article 30, the committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership specified in this article.

29. Rights of Members

29.1 Subject to the articles and the club rules, every member is entitled to all the rights of a member of the club, including, without limitation, the right to make full use of the club's premises and facilities and any equipment provided by the club.

29.2 Only full members have the right—

29.2.1 to submit or second ordinary or special resolutions for consideration at a general meeting;

29.2.2 to vote at general meetings;

29.2.3 to be elected to the committee or nominate or second another member for election to the committee; or

29.2.4 to be appointed to any sub-committee.

29.3 The rights of a member are personal and are not transferable and shall cease upon his or her death.

30. Termination and Resignation of Membership

30.1.1 If at any time, the committee is of the opinion that the interests of the club so require, it shall request a member to withdraw from membership of the club.

30.1.2 The request to withdraw from membership shall be sent by notice in hard copy form to a member's address by prepaid post and shall specify the time within which the member is to withdraw.

30.2 If—

(i) on expiry of the time specified in such notice, the member concerned has not withdrawn from membership by giving notice of his or her resignation (in hard copy form) to the club; or

(ii) at any time after receipt of the notice requesting him or her to withdraw from membership, the member shall so request (in hard copy form),

the matter shall be referred to a meeting of the committee or such sub-committee to which it has delegated its powers to handle such matters.

- 30.3.1 The committee (or sub-committee) and the member whose expulsion is under consideration shall be given at least fourteen clear days' notice of the meeting and such notice shall specify the matter to be discussed.
- 30.3.2 At such meeting the member concerned shall be entitled to present a statement in his or her defence, either verbally or in hard copy form.
- 30.3.3 The member concerned shall not be required to withdraw from membership unless—
- (i) a two-thirds majority of the committee members (or sub-committee members) present and voting shall, after receiving and considering the statement in his or her defence, vote for his or her expulsion; or
 - (ii) the member fails to attend the meeting without sufficient reason being given.
- 30.3.4 If such a vote is carried or if the member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a member and his or her name shall be erased from the register of members.
- 30.4 The committee may exclude the member from the club's premises until the meeting considering his or her expulsion has been held but, where the meeting is to be held on the club's premises, any such exclusion shall not apply in relation to the meeting itself.
- 30.5 A person may appeal against a decision to expel him or her, by notifying the committee who shall put the matter to a general meeting for it to be decided by majority vote of the full members present and voting at such meeting.
- 30.6 A membership terminates automatically when that person dies or ceases to exist.
- 30.7 Any member may resign from membership of the club by giving seven clear days' notice (in hard copy form) to the club.
- 30.8.1 Any member who ceases to be a member of the club for any reason forfeits all rights in relation to and claim upon the club, its property and its funds and has no right to the return of any part of his or her subscription.
- 30.8.2 Notwithstanding article 30.8.1, the committee may refund an appropriate part of a resigning member's subscription if it considers it appropriate, taking account of all the circumstances.

ORGANISATION OF GENERAL MEETINGS

31. Annual General Meeting

- 31.1 The club shall hold a general meeting in each year as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as the annual general meeting in the notices calling it.

- 31.2 The annual general meeting shall normally take place during the month of May in each year but not more than fourteen months may elapse between the date of one annual general meeting and that of the next.
- 31.3 The annual general meeting shall be held at such time and place as the committee appoints and at least twenty eight clear days' notice thereof shall be given in writing to the members.
- 31.4 The following business shall be dealt with at the annual general meeting–
- 31.4.1 the presentation by the committee of the club's accounts, accompanied by an assurance report and the Treasurer and Company Secretary's report as to the financial position of the club;
- 31.4.2 the presentation by the committee of a report on the club's activities since the previous annual general meeting;
- 31.4.3 the appointment of an independent reviewer of the club's accounts;
- 31.4.4 the election of the committee in accordance with article 21;
- 31.4.5 any special resolution, provided that at least twenty one clear days' notice thereof has been given in writing to the club prior to the meeting;
- 31.4.6 any ordinary resolution, provided that at least fourteen clear days' notice thereof has been given in writing to the club prior to the meeting; and
- 31.4.7 the transaction of such other business as may be brought before it by the committee or by any full member.
- 31.5 The committee shall give the members at least seven clear days' notice in writing of all resolutions to be considered at the annual general meeting.

32. Extraordinary General Meetings

- 32.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 32.2 The committee may whenever it thinks fit, and shall, on a requisition made in writing by at least ten full members, convene an extraordinary general meeting.
- 32.3 Any requisition made by the members must state the object of the meeting proposed to be called and must be signed by the requisitionists and given to the club.
- 32.4 On receipt of the requisition, the committee shall immediately proceed to convene an extraordinary general meeting.
- 32.5 If the committee does not proceed to call a meeting within twenty-one days from the

date of delivery of the requisition to the club, the requisitionists (or any of them representing more than one-half of the total voting rights of all of them) may convene such a meeting.

33. Notice of General Meetings

Accidental omission to give notice of any meeting to, or non-receipt of such notice by, any member does not invalidate the proceedings at that meeting.

34. Quorum for General Meetings

Subject to article 36.5, no business may be transacted at any general meeting of the club unless a quorum of thirty full members is present.

35. Chairing General Meetings

35.1.1 Subject to the following provisions of this article, the President shall chair every general meeting of the club.

35.1.2 If the President is not present within fifteen minutes of the time appointed for holding the meeting (“the appointed time”), the Chairperson shall preside.

35.1.3 If the Chairperson is also not present within fifteen minutes of the appointed time, the Deputy Chairperson shall preside.

35.1.4 If the Deputy Chairperson is also not present within fifteen minutes of the appointed time, the committee shall elect any one of their number to chair the meeting.

35.1.5 If no member of the committee is present within fifteen minutes of the appointed time, the full members shall elect one of their number to chair the meeting.

35.1.6 The appointment of a person to chair the meeting must be the first order of business of the meeting.

35.2 The person who chairs a meeting in accordance with this article is referred to as the “chairperson of the meeting”.

36. Adjournment of General Meetings

36.1 The chairperson of a general meeting must adjourn the meeting if–

36.1.1 within half an hour of the time appointed for holding the meeting (“the appointed time”), the number of full members present does not constitute a quorum or, if during a meeting, a quorum ceases to be present; or

36.1.2 directed to do so by the meeting.

36.2 The chairperson of the meeting may adjourn the meeting at which a quorum is present if–

- 36.2.1 the meeting consents to an adjournment; or
- 36.2.2 it appears to him or her that it is no longer possible to transact the business of the meeting in an orderly manner.
- 36.3 When adjourning a general meeting, the chairperson of the meeting must—
- (i) specify the time and place to which it is adjourned; or
 - (ii) state that it is to continue at a time and place to be fixed by the committee,
- having regard to any directions as to the time and place of any adjournment which may have been given by the meeting.
- 36.4 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the committee must give at least seven clear days' notice of it—
- 36.4.1 to the same persons to whom notice of the club's general meetings is required to be given; and
- 36.4.2 containing the same information which such notice is required to contain.
- 36.5 No business may be transacted at any adjourned meeting which could not properly have been transacted at the meeting had the adjournment not taken place, provided that if at such adjourned meeting a quorum is not present within half an hour of the appointed time, the presence of ten full members shall be a quorum.

37. Attendance by Non-Members

The chairperson of a general meeting may permit persons who are not members of the club to attend and speak at the meeting.

VOTING AT GENERAL MEETINGS

38. Voting: General

- 38.1 Every member may attend general meetings of the club but only full members may vote at such meetings.
- 38.2 No full member may vote at any meeting unless all the money then due from him or her to the club has been paid.
- 38.3 Every full member has one vote, except that in the case of an equality of votes the chairperson of the meeting shall have a second or casting vote.

38.4 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.

38.5 At any general meeting—

38.5.1 a declaration by the chairperson of the meeting that a resolution has been carried, or carried unanimously, or carried by a particular majority or lost or not carried by a particular majority; and

38.5.2 an entry to that effect in the record of proceedings of the club

is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, unless a poll is demanded in accordance with article 40.

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 chairperson of the meeting whose decision is final.

40. Poll Votes

40.1 A poll on a resolution may be demanded—

40.1.1 in advance of the general meeting where it is to be put to the vote; or

40.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

40.2 A poll may be demanded by—

40.2.1 the chairperson of the meeting;

40.2.2 the committee;

40.2.3 (i) two or more members present in person or by proxy having the right to vote on the resolution; or

(ii) if less, a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

40.3 A demand for a poll may be withdrawn if—

40.3.1 the poll has not yet been taken; and

- 40.3.2 the chairperson of the meeting consents to its withdrawal.
- 40.4 If a poll is demanded before the declaration of the result of a show of hands and the demand for the poll is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 40.5 A poll demanded in accordance with this article shall be taken as the chairperson of the meeting directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll.
- 40.6.1 A poll demanded on the election of a chairperson of the meeting or on a question of adjournment shall be taken forthwith.
- 40.6.2 A poll demanded on any other question shall be taken—
- (i) forthwith; or
 - (ii) at such time and place as the chairperson of the meeting directs, not being more than thirty days after the poll is demanded.
- 40.7 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll was demanded.
- 40.8.1 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 40.8.2 In any other case, at least seven clear days' notice shall be given, specifying the time and place at which it is to be taken.
- 40.9 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

41. Content of Proxy Notices

- 41.1 A proxy may only be validly appointed by a notice in writing (“proxy notice”) which—
- 41.1.1 states the name and address of the member appointing the proxy;
 - 41.1.2 identifies the person appointed to be that person’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 member appointing the proxy or is authenticated in such manner as the committee may determine; and
 - 41.1.4 is given to the club in accordance with the articles and any instructions contained in the notice of the general meeting to which it relates.
- 41.2 The committee may require proxy notices to be delivered in a particular form and

may specify different forms for different purposes.

41.3 A proxy notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

41.4 Unless a proxy form 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 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 given to the club by or on behalf of that person.

42.2 An appointment under a proxy notice may be revoked by a notice in writing given to the club 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 given to the club 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 forty eight hours before the meeting is to take place; and

43.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

43.2 The committee shall take all reasonable steps to ensure that all notices given in accordance with article 43.1 are brought to the attention of the full members prior to the meeting.

43.3 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if–

- 43.3.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 43.3.2 the resolution does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 43.4 With the consent of the chairperson of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 43.5 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his or her error does not invalidate the vote on that resolution.

PART 4 ADMINISTRATIVE ARRANGEMENTS

44. Means of Communication to be Used

- 44.1 Subject to the articles, any document or information sent or supplied by or to the club under the articles may be sent or supplied in any way in which the 2006 Act provides for such documents or information to be sent or supplied by or to the club.
- 44.2 Subject to the articles, any notice or document to be sent or supplied to a member of the committee in connection with the taking of decisions by the committee may also be sent or supplied by the means by which that member of the committee has asked to be sent or supplied with such notices or documents for the time being.
- 44.3 A member of the committee may agree with the club that notices or documents sent to that member of the committee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty eight hours.
- 44.4 Where a notification is required to be given to the club in hard copy form, it may be delivered by hand to the General Manager's office at the clubhouse or by prepaid post addressed to "The Lansdown Club, Northfields, Bath, BA1 5TN".

45. Accounts Review

A suitably qualified independent reviewer shall be appointed to review the club's accounts and provide an assurance report on an annual basis.

46. Club Seal

- 46.1 The committee may adopt a common seal for the club.
- 46.2 If a common seal is adopted, the committee must provide for its safe custody.
- 46.3 The committee may decide by what means and in what form any common seal is to

be used and it must not be affixed to any document without the authority of the committee.

46.4 Unless otherwise decided by the committee, if the club has a common seal and it is affixed to a document, the document must also be signed by at least one committee member in the presence of a witness who attests the signature.

46.5 If a common seal is not adopted, every club document must be signed by two committee members.

47. Indemnity Insurance

The committee may purchase and maintain insurance, at the expense of the club, for the benefit of any member (or former member) of the committee, in respect of any loss or liability which has been or may be incurred by him or her in connection with the performance of his or her duties or the exercise of his or her powers in relation to the club.

48. Dissolution

If, upon the winding up or dissolution of the club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the club, but shall be given or transferred to one or more of the following sporting or charitable bodies–

- (i) the governing bodies of the sports, for use in community related initiatives for those sports;
- (ii) another registered community amateur sports club for any of the sports; or
- (iii) a charitable organisation for any of the sports.
