

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE LANSDOWN TENNIS,

SQUASH AND CROQUET CLUB LIMITED

Company No. 03295397

Adopted by Special Resolution passed on 28th April 2025

Table of Contents

Article	Heading	Page No.
1 .	Name	4
2 .	Interpretation	4
3 .	Objects	7
4 .	Powers	9
5 .	Liability of Members	1 0
6 .	Board's General Authority	1 1
7 .	Board's Specific Powers and Responsibilities	1 1
8	Members' Reserve Power	1 1
9	Matters Requiring Members' Prior Approval	1 1
10.	Delegation by the Board	1 2
1 1	Matters Reserved to the Directors	1 2
1 2 .	Delegation to Individual Persons	1 2
1 3	Delegation to Committees	1 3
1 4 .	Board to take Decisions Collectively	1 3
1 5 .	Unanimous Decisions	1 3
1 6 .	Calling Board Meetings	1 3

1 7 .	Quorum for Board Meetings	1 4
1 8 .	Participation in Board Meetings	1 4
1 9 .	Chairing of Board Meetings	1 5
2 0 .	Casting Vote	1 5
2 1 .	Conflicts of Interest	1 5
2 2 .	Record of Board Decisions	1 7
2 3 .	Board's Discretion to make Club Rules	1 8
2 4 .	Composition of the Board	1 9
2 5 .	Appointment of Directors	1 9
2 6 .	Termination of Director's Appointment	2 2
2 7 .	Remuneration and other Financial Interests Casual Vacancies	2 2
2 8 .	Casual Vacancies	2 3
2 9 .	Membership	2 3
3 0 .	Applications for Membership	2 3
3 1	Subscriptions	2 4

.		
3 2 .	Conditions of Membership	2 4
3 3 .	Rights of Members	2 5
3 4 .	Termination and Resignation of Membership	2 6
3 5	Resolutions	2 7
3 6 .	AGM	2 7
3 7	Power to include other matters dealt with at the AGM	2 7
3 8 .	EGM	2 8
3 9 .	Notice of General Meetings	2 9
4 0 .	Quorum for General Meetings	2 9
4 1 .	Chairing General Meetings	3 0
4 2 .	Adjournment of General Meetings	3 0
43	Attendance by Non-Members	3 1
4 4 .	Voting: General	3 1
4 5 .	Errors and Disputes	3 1
4 6	Poll Votes	3 2

.		
4 7 .	Proxy Votes	3 3
4 8 .	Amendments to Resolutions	3 4
4 9	Record of Members' Decisions in General Meetings	3 5
5 0 .	Means of Communication to be Used	3 6
5 1 .	Accounts Review	2 7
5 2 .	Club Seal	3 6
5 3 .	Indemnity and Insurance	3 7
5 4 .	Dissolution	3 8
	THE SCHEDULE	3 9

COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE LANSDOWN TENNIS, SQUASH AND CROQUET CLUB LIMITED

PART 1

INTERPRETATION, OBJECTS, 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—

“Act” means the Companies Act 2006;

“AGM” means an annual general meeting of the club;

“Articles” means the club’s articles of association;

“associate member” means a person who is entitled to use the communal facilities of the club, upon payment of the appropriate subscription, but is-

- (a) not entitled to participate in any of the sports; and
- (b) not a member for the purposes of the Act;

“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 an effect similar to that of bankruptcy;

“Board” means the board of directors of the club, appointed in accordance with article 25;

“business day” means any day (other than a Saturday, Sunday or Public Holiday in England), when banks in London are open for business;

“chairperson” means the director elected by the members in accordance with article 25, as the chairperson of the club;

“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 Manager” means the manager of the club appointed by the Board under article 4.5;

“Club Rules” means the rules of the club made by the Board under article 23, as amended from time to time;

“committee” means any committee to which the Board delegates one or more of its powers pursuant to article 10;

“conflict” means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may conflict, with the interests of the club;

“Disciplinary and Grievance Committee” is a committee established by the Board from time to time under article 10 to address complaints about the conduct of members and the grievances of members;

“director” means a director of the club appointed in accordance with article 25 or article 28;

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

“EGM” means an extraordinary general meeting of the club;

“electronic form” has the meaning given in section 1168 of the 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;

“former director” means any former director of the club, or any person who formerly occupied the position of director, by whatever name called;

“general meeting” means an AGM or an EGM of the club;

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

“Interested Director” has the meaning given in article 21;

“junior member” means any person who is entitled to participate in one or more of the sports; upon payment of the appropriate subscription, provided they are under eighteen years of age when they pay that subscription;

“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 who is entitled to participate in one or more of the sports, upon payment of the appropriate subscription, including any junior member; and membership shall be construed accordingly;

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

“participate” has, in relation to a meeting of the Board, the meaning given in article 18;

“proxy notice” has the meaning given in article 45;

“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 Act;

“the sports” means tennis, squash, croquet and any other racket sport which may be offered by the club from time to time in relation to which a subscription is generally payable by those who want to play;

“voting member” means a member who—

- (a) enjoys all the rights specified in article 33.2; and
- (b) is a member of the club for the purposes of the Act;

“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; and

“written resolution” has the meaning given in section 288 of the Act.

- 2.2 For the avoidance of doubt, wherever these Articles allow a member to vote in advance of a general meeting at which a poll is to be taken, they may submit their vote in hard copy form or in electronic form.
- 2.3 Any reference to “clear days” in relation to a period of notice or to a period prior to a meeting by which a request or nomination must be received or delivered is to a period of the specified length, excluding—
 - (a) the day of the meeting; and
 - (b) the day on which the notice is given or the request/nomination is received or delivered.

- 2.4 Any reference to—
- (a) words in the singular shall include the plural and vice versa;
 - (b) “person” shall include a corporation; and
 - (c) “squash” shall include racketball.
- 2.5 Any words following the terms “for example”, “including” or any similar expression shall be construed as illustrative and shall not limit the meaning of the words that precede those words.
- 2.6 Unless expressly provided otherwise, a reference to a statutory provision shall include any subordinate legislation made under that statutory provision.
- 2.7 Unless the context requires otherwise, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the club.
- 2.8 For the purposes of section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.
- 2.9 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation 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 amongst the community;
- 3.3 to maintain and run a sports club for the benefit of members (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 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;
- 3.16 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;
- 3.17 to purchase and maintain insurance for the protection of the club, its assets, its members and its employees; and
- 3.18 to form and contribute to provident and benefit funds for the benefit of any persons employed by the club;
- 3.19 to invest and deal with the money of the club not immediately required upon such securities and in such manner as the Board may from time to time determine;

- 3.20 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;
- 3.21 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;
- 3.22 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;
- 3.23 to operate as a non-profit making company, such that any surplus income or gains will be reinvested in the club; and
- 3.24 to do all such other things as the Board thinks fit to further the interests of the club, including things which are incidental or conducive to the attainment of any of the objects stated in this article.

4. Powers

- 4.1 Subject to article 4.2 and 4.3, the club shall have the powers to do all such lawful things as are consistent with the furtherance of the objects set out in article 3, including, without limitation, the powers specified in article 4.4 and 4.5.
- 4.2 The income and property of the club shall be applied solely towards the promotion of the objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the members of the club or third parties other than other registered community amateur sports clubs or charities.
- 4.3 No member shall be paid a salary, bonus fee or other remuneration for playing for the club.
- 4.4 Nothing in article 4.2 shall prevent the payment in good faith by the club—
 - (a) to any director (or any member of a committee) 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;
 - (b) of interest on money lent by any member of the club at a commercial rate of interest;
 - (c) of reasonable and proper rent for premises demised or let by any member of the club;
 - (d) of any premium in respect of the purchase and maintenance of indemnity insurance pursuant to article 51; or
 - (e) of such other payments as are permitted by the Articles.

4.5 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–

- (a) a club manager to be responsible to the Board and responsible for managing all aspects of club-related business delegated to that person;
- (b) a franchisee, steward or other employee to operate the bar and kitchen; and
- (c) 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 its being wound up while that person is a member or within one year after they cease 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–

- (a) payment of the club's debts and liabilities contracted before they cease to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

PART 2

BOARD OF DIRECTORS' POWERS AND RESPONSIBILITIES

6. Board's General Authority

Subject to the Articles, the Board is responsible for the management of the club's business, for which purpose it may exercise all the powers of the club.

7. Board's Specific Powers and Responsibilities

7.1 As soon as reasonably practicable following each AGM, the Board shall publish a statement to the members of its plans for the development of the club and expenditure on the club prior to the next AGM.

7.2 The Board may, with the sanction of an ordinary resolution, 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.

- 7.3 The Board may, upon payment of such charge or proportionate payment as it thinks fit, allow individuals and bodies to run in or on the club premises events for which participants are charged, provided the events comply with the licensing arrangements and any agreement with the Local Authority.

8. Members' Reserve Power

- 8.1 Voting members may, by special resolution at a general meeting, direct the Board to take, or refrain from taking, specified action.
- 8.2 No such special resolution shall invalidate anything which the Board has done before the passing of any such resolution.

9. Matters Requiring Members' Prior Approval

- 9.1 The exercise of any power by the club to—
- (a) sell, exchange, lease or otherwise dispose of any of the land and/or buildings of the club; or
 - (b) undertake any project or enter into any arrangement or transaction which involves expenditure by the club in excess of £150,000, other than expenditure on the maintenance and upkeep of the club's existing facilities (such as the periodic resurfacing of courts and replacement of floodlights);
- (each a "Reserved Matter"), shall be subject to the requirement set out in article 9.2.
- 9.2 A Reserved Matter shall require the prior approval of a majority of voting members by ordinary resolution, on a poll taken at a general meeting.
- 9.3 The quorum for any poll taken pursuant to article 9.2 shall be 50% of all those who are entitled to vote.
- 9.4 With effect from 1st June 2026, the Board—
- (a) may increase the threshold specified in article 9.1(b) every twelve months, in line with the rate of inflation, as measured by the Consumer Price Index published by the National Statistics Office of the UK; and
 - (b) shall notify the members of any such increase.
- 9.5 Members may vote in advance of the general meeting at which the poll is to be taken and all such votes shall be included in the final count.

10. Delegation by the Board

- 10.1 Subject to article 11, the Board may delegate any of the powers which are conferred on it under the Articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such extent;
- (d) in relation to such matters; and
- (e) on such terms and conditions,

as it thinks fit.

10.2 All decisions and actions taken by any person or committee pursuant to any power delegated to them under article 10.1 shall be reported to the Board in a timely manner.

10.3 The Board may revoke any delegation in whole or in part, or alter its terms and conditions at any time.

11. Matters Reserved to the Directors

No decision may be taken, other than by the Board in accordance with articles 14 and 15, on any matter listed or referred to in the Schedule.

12. Delegation to Individual Persons

Any person to whom the Board delegates any of its powers under article 10.1(a) must—

- (a) be a voting member; and
- (b) comply with such terms and conditions as the Board may specify pursuant to article 10.1(e).

13. Delegation to Committees

13.1 All members of committees must be voting members and must be appointed by the Board.

13.2 All committees to which the Board delegates any of its powers must—

- (a) comply with such terms and conditions as the Board may specify pursuant to article 10.1(e); and
- (b) follow procedures which are based, insofar as they are applicable, on those provisions of the Articles which govern the taking of decisions by the Board.

13.3 Subject to article 13.4, the Board may make rules of procedure for any committee, which shall prevail over any club rules which are not consistent with them.

- 13.4 The quorum for meetings of all committees shall be three.
- 13.5 The chairperson of any committee may invite the Club Manager, any other employee or any member of the club to attend any meeting of their committee; but only those members appointed by the Board to sit on that committee pursuant to article 13.1 may–
- (a) participate in making decisions;
 - (b) vote; and
 - (c) be counted for quorum purposes.

14. Board to take Decisions Collectively

Any decision of the Board must be either a majority decision at a meeting or a unanimous decision taken in accordance with article 15.

15. Unanimous Decisions

- 15.1 A decision of the Board is taken in accordance with this article when all eligible directors of the Board indicate to each other by any means that they share a common view on a matter.
- 15.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has indicated agreement in writing.
- 15.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board.
- 15.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

16. Calling Board Meetings

- 16.1 The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, provided that at least six such meeting shall be held between AGMs.
- 16.2 Any director may call a meeting of the Board by giving not less than five clear business days notice (or such lesser notice as all the directors may agree) to the other directors or by directing the Club Manager to give such notice on their behalf.
- 16.3 The Board shall report on its activities to the members at the AGM.
- 16.4 Notice of any meeting of the Board must indicate–
- (a) its proposed date and time;

- (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.
- 16.5 Subject to article 16.6, notice of a meeting of the Board must be given to each director but need not be in writing.
- 16.6 A director who is temporarily absent from Great Britain shall be entitled to notice of a meeting if they have provided a valid e-mail address.

17. Quorum for Board Meetings

- 17.1 The quorum for meetings of the Board may be fixed from time to time by the directors but it must never be less than 50% of the directors in post at the time of the meeting.
- 17.2 If the total number of directors for the time being is less than the quorum, the directors must not take any decision other than a decision–
- (a) to fill a vacant post on the Board pursuant to article 25.8 or article 28; or
 - (b) to admit members to the club.

18. Participation in Board Meetings

- 18.1 Subject to the Articles, directors participate in a meeting of the Board, or part of such a meeting, when–
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 18.2 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other.
- 18.3 If all directors participating in a meeting of the Board 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.

19. Chairing of Board Meetings

- 19.1 The chairperson appointed by the members pursuant to article 25.1 or by the Board pursuant to article 25.8 or article 28 shall chair Board meetings.
- 19.2 If, at any meeting of the Board, the chairperson is not present fifteen minutes after the time the meeting was due to start, the participating directors shall appoint one of the other directors who are present to chair it.

- 19.3 Where the person appointed under article 19.2 chairs a meeting, that person is, for the time being, to be treated as the chairperson, for the purposes of the Articles.

20. Casting Vote

- 20.1 Subject to article 20.2, if the numbers of votes cast for and against a proposal at a meeting of the Board are equal, the chairperson of that meeting shall have a casting vote.
- 20.2 Article 20.1 shall not apply to give a casting vote to the chairperson of the meeting if, in accordance with article 21, the person who is chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

21. Conflicts of Interest

- 21.1 The Board may, in accordance with the requirements set out in this article, authorise any conflict (as defined in article 2) proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching their duty to avoid conflicts of interest under section 175 of the Act.

- 21.2 Any authorisation under this article shall be effective only if–

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

- 21.3 Any authorisation of a conflict under this article may (whether at the time of giving the authorisation or subsequently)–

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at a meeting of the Board or otherwise) related to the conflict;
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the Board in relation to any resolution related to the conflict;

- (d) impose upon the Interested Director such other terms for the purposes of dealing with the conflict as the Board thinks fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through their involvement in the conflict and otherwise than through their position as a director of the club) information that is confidential to a third party, that person shall not be obliged to disclose that information to the club, or to use it in relation to the club's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent themselves from the discussion of matters relating to the conflict at any meeting of the Board and be excused from reviewing papers prepared by, or for, the Board to the extent they relate to such matters.
- 21.4 Where the directors authorise a conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Board in relation to the conflict.
- 21.5 The Board may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 21.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the club for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the directors in accordance with these Articles or by the club in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 21.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the club—
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the club or in which the club is otherwise (directly or indirectly) interested;
 - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee) in respect of such existing or proposed transaction or arrangement in which that person is interested;
 - (c) shall be entitled to vote at a meeting of the Board (or a committee) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which that person is interested;
 - (d) may act by themselves or their firm in a professional capacity for the club

(otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;

(e) may be a director of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the club is otherwise (directly or indirectly) interested; and

(f) shall not, save as that person may otherwise agree, be accountable to the club for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derive from any such transaction or arrangement or from any such employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

21.8 For the purposes of this article, references to proposed decisions and decision-making processes include any meeting of the Board or part of such a meeting.

21.9 Subject to article 21.10, if a question arises at a meeting of the Board or of a committee as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson of that meeting, whose ruling in relation to any director other than the chairperson is to be final and conclusive.

21.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

22. Record of Board Decisions

22.1 The Board shall ensure that the club keeps a record, in writing, of every unanimous or majority decision taken by the Board, for at least ten years from the date of the decision recorded.

22.2 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.

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

22.4 The club's record of decisions taken by the Board shall be made available for inspection by members in a timely manner.

23. Board's Discretion to make Club Rules

23.1 The Board may establish rules (“Club Rules”) for the proper conduct or management of the club, provided that–

(a) 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

(b) the said rules shall be consistent with the Articles and the Act.

23.2 Without prejudice to the generality of article 23.1, the Board may, by such rules make provision for–

(a) different categories of membership of the club;

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

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

(d) regulate the licensable activities of the club;

(e) regulate the function, role, selection and operation of committees to assist the Board in the better administration of the club;

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

(g) regulate the conduct of members of the club and their guests generally;
and

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

23.3 The Board shall–

(a) ensure that the Club rules are readily accessible to the members; and

(b) notify the members whenever it makes a new rule or varies or revokes and existing rule.

23.4 Any club rule made by the Board may be set aside by an ordinary resolution of the members.

24. Composition of the Board

24.1 Subject to article 25.18, the Board shall comprise–

(a) a Chairperson,

(b) a Finance Director,

(c) a Director for each of the sports currently offered by the club; and

(d) up to two Directors without Portfolio.

25. Appointment of Directors

- 25.1 Subject to article 25.18, directors shall be appointed by ordinary resolution at the AGM.
- 25.2.1 A voting member may only nominate or second one candidate for each post.
- 25.2.2 All nominees for appointment to the Board at the AGM must be voting members.
- 25.3.1 Any voting member intending to accept such a nomination who has any direct or indirect financial or other interest that may conflict with the interests of the club must declare all such interests to the club in writing, before accepting that nomination.
- 25.3.2 Every nominee must sign a document prior to the AGM which sets out the duties of all directors and the responsibilities of the post they have been nominated for, which they will be required to fulfil, if they are elected.
- 25.4 Every director must satisfy HMRC's 'fit and proper person test' to be involved in the general control, management and administration of the club; so every nominee must declare (in the required form) that they are such a fit and proper person, prior to being appointed.
- 25.5 All directors shall be appointed for an initial term of one year, at the end of which they shall retire but, subject to article 25.6, shall be entitled to seek re-appointment for subsequent terms in accordance with this article.
- 25.6 Subject to article 25.7, any person who has served five terms on the Board in any position, whether consecutive or not, shall not be eligible for appointment to the Board thereafter.
- 25.7 In the event that there are no nominees for any post vacated pursuant to article 25.5, the Board may appoint the retiring director to fill that post.
- 25.8 Where the retiring director is unable or unwilling to fill the vacated post referred to in article 25.7, the Board shall take all reasonable steps to fill that post, as soon as possible after the AGM.
- 25.9 Any person appointed by the Board pursuant to article 25.7 or article 25.8 shall retire at the next AGM.
- 25.10 A list of the nominees for appointment to the Board shall be displayed prominently at the clubhouse until seven clear days prior to the AGM, on which date nominations shall close at 5pm.
- 25.11.1 Where there is only one nominee for any of the posts referred to in article 24.1(a) to (c), that person shall be appointed unopposed to that post at the AGM.
- 25.11.2 Where two or less persons are nominated for the posts referred to in article 24.1(d), they shall be appointed unopposed to those posts at the AGM.

- 25.12.1 Where more than one person is nominated for any of the posts referred to in article 24.1(a) to (c), the person appointed to fill that post shall be determined by ordinary resolution, on a poll taken at the AGM.
- 25.12.2 Where more than two persons are nominated for the posts referred to in article 24.1(d), the persons appointed to fill those posts shall be determined by ordinary resolution, on a poll taken at the AGM.
- 25.13 Where article 25.12 applies, voting members may vote in advance of the AGM and all such votes shall be included in the final count.
- 25.14 Prior to deciding whom they will vote for, voting members shall have regard to—
- (a) the skills and experience of each prospective director, with a view to ensuring, as far as possible, that those who are appointed are able and willing to perform the functions required of the particular post they have been nominated for; and
 - (b) the desirability that the Board should reflect the diversity of the members of the club generally.
- 25.15 Voting members who choose to exercise their right to vote for one or more directors in advance of the AGM must complete the form prescribed by the Board and ensure that it is received by the club no later than forty eight hours before the AGM.
- 25.16 The poll to appoint one or more of the directors shall be taken at the AGM and the chairperson of the meeting shall announce the results of the poll at the meeting; or as soon as reasonably practicable thereafter.
- 25.17 Where the voting for appointment to any of the posts on the Board is tied, the chairperson of the meeting shall decide the outcome by the drawing of lots.
- 25.18 The directors appointed by the members at the AGM may subsequently co-opt up to two directors onto the Board, who must be voting members.
- 25.19 Where the directors decide to co-opt one or two directors onto the Board pursuant to article 25.18, they shall each have regard to—
- (a) the skills and experience of each prospective director, with a view to ensuring that those appointed are able and willing to perform the functions required of them by the Board; and
 - (b) the desirability that the Board should reflect the diversity of the members of the club generally.
- 25.20 Any director co-opted onto the Board pursuant to article 25.18 shall retire at the next AGM but may be appointed to any of the posts referred to in article 24.1 by the members at that AGM.
- 25.21 Article 25.3 and article 25.4 shall apply to any director who is co-opted onto the

Board pursuant to article 25.18.

- 25.22 All acts carried out in good faith by the Board or any director shall, notwithstanding it shall be discovered afterwards that there was some defect in the appointment or continuance in office of any director, be as valid as if every such person had been duly appointed or had duly continued in office.

26. Remuneration and other Financial Interests

- 26.1 No member of the Board may receive any remuneration for their services in that capacity or receive payment for work undertaken on behalf of the club other than reasonable expenses.
- 26.2 No member of the club shall be eligible for appointment to the Board if, in the twelve months prior to the appointment of directors, that member has received any payment from the club under the terms of either a contract of employment or a franchise agreement.
- 26.3 No member of the club shall be eligible for appointment to the Board if that member has any direct or indirect financial interest in the professional coaching or training services supplied to members in respect of any of the sports.

27. Termination of Director's Appointment

A person ceases to be a director of the club as soon as–

- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than six months;
- (e) 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;
- (f) that person has been absent for three consecutive meetings of the Board without permission of the Board and all the other directors agree that their post shall be vacated;
- (g) that person ceases to be a voting member of the club;
- (h) the club has received notice from the director that they are resigning from the Board, and that resignation has taken effect in accordance with its terms;

- (i) that person failed to make a declaration in writing of their interests, in accordance with article 25.3; or
- (j) the voting members resolve (by ordinary resolution in accordance with section 168 of the Act) that that person be removed as a director.

28. Casual Vacancies

- 28.1 Where, prior to the expiry of their term of office, a director ceases to be a director, resigns or is removed from the Board pursuant to article 27, the Board shall take all reasonable steps to fill the vacated post, as soon as possible.
- 28.2 Any person appointed by the Board to fill such a vacancy must be a voting member and must retire at the following AGM but shall be eligible for appointment to the Board thereafter, in accordance with article 25.

PART 3

MEMBERSHIP AND GENERAL MEETINGS

MEMBERSHIP

29. Membership

Membership of the club is open to all, regardless of race, ethnicity, nationality, age, disability, sex, sexual orientation, religion, political or other beliefs.

30. Applications for Membership

- 30.1 Subject to article 30.2 and 30.3, the Board may refuse membership only for good cause, such as conduct or character likely to bring the club into disrepute.
- 30.2 The Board may refuse to admit new members to the club at any time when the total number of members of the club has reached the capacity of the club; for as long as that remains the case.
- 30.3 The Board may refuse to admit new members to a particular category of membership at any time when the total number of members in that category has reached the capacity of the facilities used by them; for as long as that remains the case.
- 30.4 The number of associate members must not exceed the number of members at any time.
- 30.5 No person shall become a member of the club unless—
 - (a) that person has submitted an application for membership on the form prescribed by the Board, together with the appropriate subscription; and

- (b) the Board has approved the application.
- 30.6 The Board shall ensure that the details of each successful applicant are entered into the Register of Members.
- 30.7 A person shall not be entitled to any privileges of the club until two days have passed since their application for membership was submitted, whether or not that person is admitted as a member before those two days have elapsed.
- 30.8 Any person who has been denied membership under article 30.1 shall be entitled to have that decision reviewed by the Board, upon request.
- 30.9 A person who requests a review under article 30.8 shall be entitled to make representations to the Board, either in person or by submitting a written statement.
- 30.10 After considering any representations made pursuant to article 30.9, the Board shall complete its review and either confirm the original decision or overturn it; and its decision shall be final.
- 30.11 The Board shall carry out the review in a timely manner.

31. Subscriptions

- 31.1 From time to time, the Board shall fix the levels of entrance fees and annual and other subscriptions to be paid by different categories of members, provided that the Board—
- (a) shall keep subscriptions at levels which will not pose a significant obstacle to people who want to participate in any or all of the sports offered by the club; and
- (b) 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, unless the voting members have given their approval by way of an ordinary resolution.
- 31.2 The Board may provide, either generally or as respects any particular member or class of members, for payment of annual subscriptions by instalments.
- 31.3 Subscription renewal dates shall be determined by the Board.

32. Conditions of Membership

- 32.1 All members shall be bound by and subject to the Articles and the Club Rules.
- 32.2 Members who play tennis shall also be bound by the LTA Rules and the LTA Disciplinary Code.
- 32.3 Members who play squash shall also be bound by the Rules of Squash and the England Squash Code of Conduct.

- 32.4 Members shall pay any entrance fee and the annual subscription fixed by the Board for their membership category pursuant to article 31.1.
- 32.5 Any member whose annual subscription is more than three months in arrears shall be deemed to have resigned their membership of the club.
- 32.6 Where the Board has decided, in accordance with article 31.2, that the subscription of any particular member may be paid by instalments, article 32.5 applies to the failure to pay three successive instalments, substituting the due date of the instalment for the due date of the annual subscription.
- 32.7 Subject to article 34, the Board 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 referred to in this article.

33. Rights of Members

- 33.1 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.
- 33.2.1 Every member of the club who is at least eighteen years of age is a voting member for the purposes of these Articles.
- 33.2.2 Subject to article 26.2 and article 26.3, every voting member shall be entitled to—
- (a) submit or second resolutions;
 - (b) vote on resolutions;
 - (c) nominate or second any nomination for the appointment of a director to the Board;
 - (d) participate in the appointment of directors to the Board;
 - (e) be appointed as a director;
 - (f) be appointed to any committee established by the Board; and
 - (g) participate in any consultation exercise conducted by the Board.
- 33.2.3 All voting members are members of the club for the purposes of the Act.
- 33.3 The rights of a member are personal and are not transferable.

34. Termination and Resignation of Membership

- 34.1 The Board may terminate the membership of any member without their consent by giving the member written notice if, following the completion of the club's disciplinary proceedings and having regard to any recommendations made by the

Disciplinary and Grievance Committee, the Board determines that the member—

- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the club or bring the club or any or all of the members and directors into disrepute;
- (b) has acted or has threatened to act in a manner which is contrary to the interests of the club as a whole; or
- (c) has failed to comply with the Articles or the Club Rules.

34.2 Following such termination, the member shall be removed from the Register of Members.

34.3 The member shall be entitled to make representations to the Board (in writing or in person) as to why their membership should not be terminated, within twenty eight days of receipt of the notice of termination.

34.4 After considering any such representations, the Board shall decide whether to confirm the original decision or overturn it and notify the member accordingly.

34.5 There shall be no right of appeal against a decision of the Board to terminate the membership of a member pursuant to article 34.4.

34.6 A member whose membership is terminated pursuant to this article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the club any subscription or other sum owed by that member.

34.7 A member may resign their membership of the club by giving fourteen days' notice to the club in writing and any person ceasing to be a member shall be removed from the Register of Members.

34.8 A member who resigns their membership pursuant to article 34.7 shall not be entitled to a refund of any subscription or membership fee.

34.9 Notwithstanding article 34.8, the Board may refund part of a resigning member's subscription if, having regard to all the circumstances, it considers it appropriate to do so.

35. Resolutions

A resolution of the members must be passed—

- (a) as a written resolution in accordance with section 288 of the Act; or
- (b) at a general meeting.

36. AGM

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

36.2 The AGM shall normally take place during the month of June in each year but not more than fourteen months may elapse between the date of one AGM and the next.

36.3 The following business shall be dealt with at the AGM—

- (a) the approval of the minutes of the previous AGM;
- (b) the presentation by the Board of the club's accounts, accompanied by an assurance report and the finance director's report on the financial position of the club;
- (c) the presentation by the Board of a report on the club's activities since the previous AGM;
- (d) the appointment of an independent reviewer of the club's accounts;
- (e) the appointment of directors to the Board in accordance with article 25;
- (f) any special resolution, provided that at least twenty eight clear days' notice thereof has been given, prior to the meeting;
- (g) any ordinary resolution, provided that at least fourteen clear days' notice thereof has been given, prior to the meeting; and
- (h) the transaction of such other business as may be brought before it by the Board or by any voting member.

36.4 The Board shall give the members at least seven clear days' notice in writing of all resolutions to be considered at the AGM.

37. Power to include other matters in business dealt with at the AGM

37.1 Voting members may ask the Board to include in the business to be dealt with at the AGM any matter (other than a proposed resolution) which may properly be included.

37.2 A matter may properly be included in the business at an AGM unless—

- (a) it is defamatory of any person; or
- (b) it is frivolous or vexatious.

37.3 Subject to article 37.4, the Board shall include such a matter once it has received requests that it do so from voting members representing at least 5% of the total membership of voting members.

37.4 A request pursuant to article 37.1 must—

- (a) be in writing;

- (b) identify the matter to be included in the business;
- (c) be accompanied by a statement setting out the grounds for the request;
- (d) be signed or otherwise authenticated by the member or members making it; and
- (e) be received by the club not later than five clear days after the Board gives notice of the AGM.

38. Extraordinary General Meeting

- 38.1 Any general meeting other than an AGM shall be called an extraordinary general meeting (EGM).
- 38.2 The Board may, whenever it thinks fit, and shall, on a requisition made in writing by at least 5% of the total membership of voting members, convene an EGM.
- 38.3 Any requisition made by the members must state the object of the meeting proposed to be called and must be signed or otherwise authenticated by the requisitionists and given to the club.
- 38.4 A resolution may properly be moved at a meeting unless—
 - (a) it would, if passed, be ineffective (whether by reason of inconsistency with any enactment or the Articles or otherwise);
 - (b) it is defamatory of any person; or
 - (c) it is frivolous or vexatious.
- 38.5 Upon receipt of the requisition, the Board shall proceed to convene an EGM.
- 38.6 If the Board does not call a meeting within twenty-one clear days of receipt of the requisition, the requisitionists (or any of them representing more than 50% of their total number) may convene such a meeting.

39. Notice of General Meetings

- 39.1 An AGM (other than an adjourned AGM) must be called by notice of at least twenty eight clear days.
- 39.2 Subject to article 39.3, an EGM (other than an adjourned EGM) must be called by notice of at least fourteen clear days.
- 39.3 Where, by any provision of the Act, special notice is required of an ordinary resolution, the Board, where practicable, shall give notice of that resolution at least twenty eight clear days in advance of the meeting.
- 39.4 Where the Board intends to propose a special resolution at an EGM, it shall give members twenty eight clear days notice of the meeting and of the special resolution.

- 39.5 Notice of a general meeting must be given in hard copy form, electronic form or by means of the website; or a combination of these.
- 39.6 Notice of a meeting by means of the website is not valid unless the club expressly draws the members' attention to that notice.
- 39.7 A notice on the website must remain there throughout the period beginning with the date of the notification and ending with the conclusion of the meeting.
- 39.8 The notice must state—
- (a) the time and date of the meeting;
 - (b) the place of the meeting;
 - (c) whether the meeting will be an AGM or an EGM; and
 - (d) the business to be dealt with at the meeting.
- 39.10 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.

40. Quorum for General Meetings

No business, other than the appointment of the chairperson of the meeting, may be transacted at any general meeting of the club, unless a quorum of thirty voting members is present.

41. Chairing General Meetings

- 41.1 Subject to the following provisions of this article, the Board shall appoint one of their fellow directors to chair general meetings of the club.
- 41.2 If the director appointed pursuant to article 41.1 is not present within fifteen minutes of the time appointed for holding the meeting ("the appointed time"), the directors who are present shall appoint another director to chair the meeting.
- 41.3 If none of the directors are present within fifteen minutes of the appointed time, the voting members who are present shall elect one of their number to chair the meeting.
- 41.4 The appointment of a person to chair the meeting must be the first order of business of the meeting.
- 41.5 The person who chairs a meeting in accordance with this article is referred to as the "chairperson of the meeting".

42. Adjournment of General Meetings

- 42.1 The chairperson of the meeting must adjourn the meeting if—

- (a) within thirty minutes of the “the appointed time”, the number of voting members present does not constitute a quorum or, if during the meeting, a quorum ceases to be present; or
 - (b) directed to do so by the meeting.
- 42.2 The chairperson of the meeting may adjourn the meeting at which a quorum is present if—
 - (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairperson that it is no longer possible to transact the business of the meeting in an orderly manner.
- 42.3 When adjourning a general meeting, the chairperson of the meeting must—
 - (a) specify the time and place to which it is adjourned; or
 - (b) state that it is to continue at a time and place to be fixed by the Board,having regard to any directions as to the time and place of any adjournment which may have been given by the meeting.
- 42.4 If the continuation of an adjourned meeting is to take place more than fourteen clear business days after it was adjourned—
 - (a) the Board must give at least seven clear business days’ notice of it to the same persons to whom notice of the club’s general meetings is required to be given; and
 - (b) the notice must contain the same information which a notice of a general meeting is required to contain.
- 42.5 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.

43. Attendance by Non-Members

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

VOTING AT GENERAL MEETINGS

44. Voting: General

- 44.1 All members may attend general meetings but only voting members may vote.
- 44.2 No voting member may vote unless all the money then due from that person to the club has been paid at least seven clear days prior to the date of the meeting.

44.3 Every voting member has one vote, except that, in the case of an equality of votes, the chairperson of the meeting shall have a casting vote.

44.4 A resolution shall be decided on a show of hands, except where—

- (a) a poll vote is required under article 9.2 or article 25.12; or
- (b) a poll vote is demanded in accordance with article 46.

44.5 At any general meeting where a resolution is decided by a show of hands—

- (a) 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
- (b) an entry to that effect in the record of proceedings of the club

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.

45. Errors and Disputes

45.1 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.

45.2 Any such objection must be referred to the chairperson of the meeting whose decision shall be final.

46. Poll Votes

46.1 A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) 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.

46.2 A poll may be demanded by—

- (a) the chairperson of the meeting;
- (b) the Board; or
- (c) two or more members present in person or by proxy having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken; and

- (b) the chairperson of the meeting consents to its withdrawal.
- 46.4 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.
- 46.5 A poll demanded on the election of a chairperson of the meeting or on a question of adjournment shall be taken forthwith.
- 46.6 In the case of a poll demanded at the meeting (other than one demanded pursuant to article 46.5), the chairperson shall arrange for the poll to be taken at such time and place as the chairperson directs, not being more than thirty days after it was demanded and shall make arrangements for voting members to be able to vote in advance of that date.
- 46.7 Any voting member who decides to cast their vote in advance of the date when the poll is to be taken must deliver their vote to the club not later than twenty four hours before that date.
- 46.8 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the item on which the poll was demanded.
- 46.9 The chairperson shall give members at least seven clear days' notice of the time and place where the poll is to be taken,
- 46.10 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

47. Proxy Votes

- 47.1 A proxy may only be validly appointed by a notice in writing (a "proxy notice") which—
 - (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy or is authenticated in such manner as the Board may determine; and
 - (d) is delivered to the club in accordance with the Articles—
 - (i) not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting; or
 - (ii) in the case of a poll taken more than forty eight hours after it was demanded, not less than twenty four hours before the time appointed for the taking of the poll;

and a proxy notice which is not delivered in such manner shall be invalid, unless the Board, in its discretion, accepts the notice at any time before

the time appointed for holding the meeting or adjourned meeting or before the time appointed for the taking of the poll.

- 47.2 In calculating the periods referred to in article 47.1(d)(i) and (ii), no account shall be taken of any part of a day that is not a business day.
- 47.3 The Board may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 47.4 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.
- 47.5 Unless a proxy notice indicates otherwise, it shall be treated as—
- (a) 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
 - (b) 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.
- 47.6 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.
- 47.7 An appointment under a proxy notice may be revoked by a notice in writing by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 47.8 A notice revoking a proxy appointment shall only take effect if it is delivered to the club before the start of the meeting or adjourned meeting to which it relates or, in the case of a poll taken at a later date, before the time appointed for the taking of the poll to which it relates.
- 47.9 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.

48. Amendments to Resolutions

- 48.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) notice of the proposed amendment is delivered 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
 - (b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

- 48.2 In calculating the period referred to in article 48.1(a), no account shall be taken of any part of a day that is not a business day.
- 48.3 The Board shall take all reasonable steps to ensure that all notices delivered in accordance with article 48.1(a) are brought to the attention of the voting members prior to the meeting.
- 48.4 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if–
- (a) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the resolution does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 48.5 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.
- 48.6 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, that error does not invalidate the vote on that resolution.
- 49. Record of Members' Decisions in General Meetings**
- 49.1 The Board shall ensure that–
- (a) a record of all decisions made by the members at general meeting is kept for a period of ten years; and
 - (b) the record is made available for inspection by the members.
- 49.2 Any such record, if purporting to be signed by the chairperson of a general meeting or by the chairperson of the next succeeding meeting, shall be sufficient evidence, without any further proof, of the facts stated therein.

PART 4

ADMINISTRATIVE ARRANGEMENTS

50. Means of Communication to be Used

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

recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

(b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

(c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

(d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

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

50.4 Where any notice, document or other information is to be delivered to the club in hard copy form, it may be delivered by hand to the Club Manager's office at the clubhouse or by prepaid post addressed to "The Club Manager, The Lansdown Tennis, Squash and Croquet Club, Northfields, Bath, BA1 5TN".

51. Accounts Review

A suitably qualified independent reviewer shall be appointed to review the club's accounts and provide an assurance report to the club prior to each AGM.

52. Club Seal

52.1 The Board may adopt a common seal for the club.

52.2 If a common seal is adopted, the Board shall provide for its safe custody.

52.3 The Board 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 Board.

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

52.5 If a common seal is not adopted, every club document must be signed by two directors.

53. Indemnity and Insurance

53.1 Subject to article 47.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled–

(a) relevant officers will be indemnified out of the club’s assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in the actual or purported execution and/or discharge of their duties, or in relation to them, including any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the club’s affairs; and

(b) the club may provide any relevant officer with funds to meet expenditure incurred or to be incurred by that person in connection with any proceedings or application referred to in article 47.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

53.2 The directors may decide to purchase and maintain insurance, at the expense of the club, for the benefit of any relevant officer in respect of any relevant loss.

53.3 In this article–

“a relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that person's duties or powers in relation to the club; and

“a relevant officer” means any director or former director of the club.

54. 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–

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

THE SCHEDULE

MATTERS RESERVED TO THE BOARD

1. Determination and approval of the club's vision, mission, values and strategy.
2. Approval of the club's business plan, forecast and budget from time to time.
3. Determination and approval of the scope, extent and conditions of any delegation of authority to—
 - (a) approve financial expenditure or indebtedness (with any financial expenditure or indebtedness to which a delegated authority does not apply being a matter reserved to the Board);
 - (b) sign any document which creates a legally binding right of or obligation on the club; and
 - (c) act on behalf of the club by way of the grant of any power of attorney (or similar).
4. Subject to any requirement of its insurers (in the case of a claim against which insurance is in force), approval to prosecute, defend or settle litigation (or tribunal or equivalent proceedings) by or against the club, where any one or more of the following applies—
 - (a) the case is brought against or by a director or a member, in each case whether former or current; or
 - (b) the case concerns an allegation of serious misconduct, which, if substantiated, is likely to damage the club's reputation.
5. Approval of the creation or dissolution of any Board Committee, the composition of it and its terms of reference (including any amendment thereof) from time to time.
6. Approval of a major change in the club's branding or image.
7. Approval of any proposal to amend the Articles (except such a proposal from the members).
8. Approval of, and of any amendment to—
 - (a) the Club Rules; and
 - (b) the club's Policies.
9. Whilst all of the matters listed in paragraphs 1 to 8 are reserved to the Board, the list is not exhaustive and does not derogate from—

- (a) the Board's overall duties and responsibilities as a matter of law; or
- (b) the Board's right to require that any matter which it considers relevant (irrespective of whether it has been delegated or not) be brought to the Board for decision and/or information purposes.
