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| **The Companies Act 2006 Private Company Limited by Guarantee** |  |
| **ARTICLES OF ASSOCIATION**  **OF**  **BYFLEET LAWN TENNIS CLUB LIMITED** | |
| (Adopted on incorporation) | |

**PART 1: INTERPRETATION**

1. DEFINED TERMS
   1. In the Articles, unless the context requires otherwise:

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| **Act** | the Companies Act 2006; |
| **Adult Playing Members** | a playing member as defined in the Rules who is aged 18 or over at the start of the most recent Club Year; |
| **AGM** | Annual General Meeting of the Company; |
| **Articles** | the Company’s articles of association for the time being in force; |
| **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** | the board of directors comprising the duly elected and appointed Directors; |
| **Board Chairman** | has the meaning given in Article 34.1; |
| **Board Year** | the period commencing at the conclusion of one AGM and ending at the beginning of the next following AGM; |
| **chairman of the meeting** | has the meaning given in Article 12.3; |
| **Clubhouse** | the clubhouse building at Pyrford Road, Pyrford, Woking, Surrey GU22 8UQ or such other premises as shall from time to time be designated by the Board; |
| **Complaints Committee** | has the meaning given in Article 27.1; |
| **Club Property** | the tennis courts, the Clubhouse, buildings, car park, roadway, practice facilities, storage buildings and other land owned by the Company plus all property and equipment and other assets owned by the Company; |
| **Club Year** | 1st April to 31st March; |
| **Company** | Byfleet Lawn Tennis Club Limited, which is a company limited by guarantee regulated by the Articles; |
| **Conflict** | means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company; |
| **Director** | a director of the Company, and includes any person occupying the position of Director, by whatever name called; |
| **Disciplinary Rules** | the disciplinary rules of the Company as adopted by the Board from time to time; |
| **Electronic Communication** | any communication supplied or sent by Electronic Form; |
| **Electronic Form** | has the meaning given in section 1168 of the Act; |
| **Eligible Director** | means a Director who would be entitled to vote on the matter at a Board meeting (but excluding in relation to the authorisation of a Conflict pursuant to Article 36.1, any Director whose vote is not to be counted in respect of the particular matter); |
| **Financial Year** | 1st October to 30th September; |
| **Interested Director** | has the meaning given in Article 36.1; |
| **Member** | a member of the Company; |
| **Non-Voting Members** | all Members who are not Voting Members; |
| **Office** | the registered office of the Company from time to time; |
| **Officers** | has the meaning given in Article 22.2.1; |
| **Ordinary Resolution** | an ordinary resolution as described in section 282 of the Act; |
| **Rules** | has the meaning given in Article 43.1; |
| **Special Resolution** | a special resolution as described in section 283 of the Companies Act 2006; |
| **Voting Members** | Adult Playing Members, Honorary Life Members, and such other class of membership set out in the Rules from time to time having the rights set out in Article 5.3; and |
| **written notice** | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise. |

* 1. The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) are excluded.
  2. Unless the context otherwise requires, other words and expressions contained in the Articles which have particular meanings in the Act shall have the same meanings in these Articles.
  3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
  4. A reference in these Articles to an Article is a reference to the relevant article of these Articles unless expressly provided otherwise.
  5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
     1. any subordinate legislation from time to time made under it; and
     2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
  6. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  7. Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include all other genders. Words importing persons include corporations.

**PART 2: OBJECTS AND APPLICATION OF PROPERTY**

1. OBJECTS AND POWERS
   1. The main purposes of the Company are to provide facilities for and to promote, encourage and facilitate participation in the amateur sport of tennis.
   2. In furtherance of the objects set out in Article 2.1 but not otherwise the Company may exercise all due powers that are reasonably necessary.
2. Application of Property
   1. Any income, property or gain of the Company shall be applied solely in promoting the objects of the Company set out in Article 2.1 save for occasions when the Company raises money for charity. In those circumstances the proceeds of the fundraising will be donated to charity.
   2. Other than in accordance with Article 4.2, no dividends, profit share, surplus income or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
      1. reasonable and proper remuneration to any Member, Director, officer or servant of the Company for any services rendered to the Company;
      2. any interest on money lent by any Member or any Director at a reasonable and proper rate;
      3. reasonable and proper rent for premises demised or let by any Member or Director;
      4. any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company; and
      5. reasonable out-of-pocket expenses properly incurred by any Director or Member.
3. Liability of Members and Winding up
   1. The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a Member or within twelve months after he or she ceases to be a Member, for:
      1. payment of the Company’s debts and liabilities incurred before he ceases to be a Member;
      2. payment of the costs, charges and expenses of winding up; and
      3. adjustment of the rights of the contributories among themselves.
   2. If the Company shall be wound up any surplus assets remaining after payment of all the Company’s liabilities and the expenses of winding up shall be distributed in the following order:
      1. each individual who is a Member at the time of winding up shall have his year’s subscription refunded; and
      2. any remaining proceeds will be divided equally between:
         1. the Lawn Tennis Association specifically to be used for the development of junior tennis programmes; and
         2. a local registered charity to be chosen by the Board at the time of winding up.

**PART 3: BECOMING AND CEASING TO BE A MEMBER**

1. MEMBERSHIP
   1. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership by the Board in accordance with these Articles shall be the Members.
   2. Any person may apply to become a Member by making an application in the form and manner determined by the Board from time to time and as set out in the Rules.
   3. Voting Members are entitled to receive notice of, attend and vote at general meetings. Only Voting Members are eligible to be appointed as or nominate or second candidates to be appointed as Directors or Officers.
   4. Non-Voting Members are entitled to receive notice of and attend general meetings but are not entitled to vote. Non-Voting Members are not eligible to serve or be appointed as or nominate or second candidates to be appointed as Directors or Officers.
   5. The Board may establish different classes of membership and set out their respective rights and obligations, and may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of Members. The categories of membership and the rules relating to membership are set out in the Rules.
   6. No person shall be admitted as a Member unless he or she is approved by the Board in accordance with the procedure as set out in the Rules from time to time.
   7. The Board may decline to accept any application for membership and need not give reasons for doing so. Unsuccessful applicants for membership may not reapply for membership for a period of 12 months from the date their application is declined.
   8. The rights of a Member as such are personal and not transferable and cease upon his or her death.
2. Conditions of membership
   1. All Members shall be bound by and subject to these Articles and the Rules.
   2. The Members shall pay any entrance fees and annual subscription fees set by the Board in accordance with the Rules.
3. Termination of membership
   1. Any Member wishing to resign his or her membership must give notice in writing of his or her intention to do so, addressed to the Honorary Membership Secretary and sent to or deposited at the Office. The Company will not be liable for the refund of any unused subscription or fees.
   2. Following consideration by the Complaints Committee of a complaint against a Member, and whether or not following the recommendations of the Complaints Committee, the Board may expel or suspend any Member at any time, with or without giving notice. If a Member has his or her membership suspended, at the end of the period of suspension (which may be for a maximum period of two years), the Member must have his or her membership either reinstated or he or she must be expelled.
   3. Any Member expelled in accordance with the Articles or Rules, or otherwise ceasing to be a Member, whether by resignation, death or any other reason, shall, in default of an actual notice of resignation of his or her membership served in accordance with Article 7.1, be automatically deemed to have served a notice resigning his or her membership pursuant to Article 7.1.
   4. Any person who ceases to be a Member for whatever reason forfeits all rights to or claim upon the Company, its property or funds, or any return of fees or subscriptions paid, and remains liable for any fees or charges due from him or her as at the date of cessation, including, for the avoidance of doubt, the undertaking to contribute the sum (not exceeding £1) set out at Articles 4.1 and 4.2.
   5. A Member has a right to appeal in accordance with the Disciplinary Rules.
   6. Membership terminates automatically when a Member dies.

**PART 4: DECISION-MAKING BY MEMBERS**

1. Annual GENERAL MEETING
   1. An AGM shall be held each year within two months of the end of the Company’s financial year, but in any event not later than fifteen months after the preceding AGM.
   2. Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and place as the Board shall think fit.
   3. The business at an AGM shall include:
      1. the consideration of the accounts, balance sheets, and reports of the Directors and auditors;
      2. appointment of accountants to carry out the independent financial review;
      3. election of Directors and Officers in accordance with the Articles and Rules;
      4. any other business of which notice shall have been given to the Board by a Member within fourteen days following the end of the Financial Year; and
      5. any other business that the Board wishes to put to the Members.
2. General meetings
   1. A general meeting may be convened at any time by the Board.
   2. The Board must convene a general meeting if the Company receives requests to do so from Voting Members who represent at least 5% of the total voting rights of all Voting Members.
   3. A request made by the Members in accordance with Article 9.2 may be in hard copy or in Electronic Form, and:
      1. must be authenticated by the persons making it;
      2. must state the general nature of the business to be dealt with at the meeting; and
      3. must include the text of a resolution that may properly be moved and is intended to be moved at the meeting.
   4. A resolution may properly be moved at a meeting unless:
      1. it would, if passed, be ineffective (whether by reason of inconsistency with any enactment or the Company’s constitution or otherwise),
      2. it is defamatory of any person, or
      3. it is frivolous or vexatious.
3. Notice of general meetings
   1. General meetings, including the AGM, are called on a minimum of 14 clear days’ notice.
   2. A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
   3. The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
   4. The notice shall be given to:
      1. each Member;
      2. each Director; and
      3. the auditor for the time being of the Company.
   5. Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.
4. Quorum for general meetings
   1. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
   2. A quorum for general meetings, including the AGM, is forty Voting Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.
5. Chairing general meetings
   1. If the Directors have appointed a Board Chairman, the Board Chairman shall chair general meetings if present and willing to do so.
   2. If the Directors have not appointed a Board Chairman, or if the Board Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
      1. the Honorary Secretary;
      2. (if the Honorary Secretary is not present) the Honorary Treasurer;
      3. (if neither the Honorary Secretary nor the Honorary Treasurer are present) the Honorary Membership Secretary;
      4. (if no Officers are present) the Directors present must appoint a Director or Member to chair the meeting; or
      5. (if no Directors are present), the Members present must appoint a Director or Member to chair the meeting,

and the appointment of the chairman of the meeting must be the first business of the meeting.

* 1. The person chairing a meeting in accordance with this Article 12 is referred to as the **chairman of the meeting**.

1. Adjournment
   1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the Members, the meeting shall be dissolved and, in any other case, the chairman of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the Members present shall constitute a quorum.
   2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
      1. the meeting consents to an adjournment; or
      2. it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
   3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
   4. When adjourning a general meeting, the chairman of the meeting must:
      1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Board; and
      2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
   5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
      1. to the same persons to whom notice of the Company’s general meetings is required to be given; and
      2. containing the same information which such notice is required to contain.
   6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
2. Attendance and speaking at general meetings
   1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
   2. A person is able to exercise the right to vote at a general meeting when:
      1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
      2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
   3. The Board may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
   4. In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
   5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
3. Attendance and speaking by directors and non-Members
   1. The chairman of the meeting may permit other persons who are not:
      1. Members, or
      2. otherwise entitled to exercise the rights of Members in relation to general meetings,

to attend and speak at a general meeting.

1. Votes of MEmbers
   1. Subject to the Act, at any general meeting every Voting Member who is present in person (or by proxy) shall on a show of hands have one vote and every Voting Member present in person (or by proxy) shall on a poll have one vote.
   2. At any general meeting, unless a poll is demanded, all proposals shall be decided by a show of hands of the Voting Members.
   3. The declaration of the result by the chairman of the meeting shall be deemed conclusive.
   4. For the avoidance of doubt the election of Directors shall be by poll at the AGM. When a poll has taken place the voting papers will be treated as confidential and securely retained by the Honorary Secretary for a period of 12 months and thereafter destroyed.
2. Poll Votes
   1. A poll on a resolution may be demanded:
      1. in advance of the general meeting where the resolution is to be put to the vote; or
      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.
   2. A poll on a resolution may be demanded by:
      1. the chairman of the meeting;
      2. the Directors; or
      3. any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote on the resolution.
   3. A demand for a poll may be withdrawn if:
      1. the poll has not yet been taken; and
      2. the chairman of the meeting consents to the withdrawal.
   4. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
   5. Polls must be taken immediately and in such manner as the chairman of the meeting directs.
3. Proxies
   1. Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
      1. states the name and address of the Member appointing the proxy;
      2. identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;
      3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
      4. is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the Board at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).
   2. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
   3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
   4. On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more Voting Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Voting Member entitled to vote on the resolution and:
      1. has been instructed by one or more of those Voting Members to vote for the resolution and by one or more other of those Voting Members to vote against it; or
      2. has been instructed to vote the same way (either for or against) on the resolution by all of those Voting Members except those who have given the proxy discretion as to how to vote on the resolution, the proxy is entitled to one vote for and one vote against the resolution.
   5. Unless a proxy notice indicates otherwise, it must be treated as:
      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
      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.
4. Delivery of proxy notices
   1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
   2. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
   3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
   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.
5. Amendments to resolutions
   1. An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
      1. notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
      2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
   2. A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
      1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
      2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
   3. If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman’s error does not invalidate the vote on that resolution.
6. Errors and disputes

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

**PART 5: APPOINTMENT AND REMOVAL OF DIRECTORS**

1. Number of directors
   1. Unless otherwise determined by Ordinary Resolution, the number of Directors shall not be more than twelve nor less than six.
   2. When complete, the Board shall comprise the following:
      1. the following Directors, who are known collectively as the **Officers**:
         1. Honorary Secretary;
         2. Honorary Membership Secretary; and
         3. Honorary Treasurer;
      2. at least three and not more than nine other Directors.
2. Methods of appointing directors
   1. No person shall be eligible for appointment as an Officer or Director unless he or she has been a Voting Member for at least three consecutive calendar years. No person who has also been appointed by the Club as a coach shall be eligible for appointment as an Officer or Director. No person shall be eligible for appointment as Honorary Treasurer unless he or she is a qualified accountant or a formally financially qualified person.
   2. Any person who is eligible in accordance with Article 23.1, is willing to act as an Officer or Director, and is permitted by law to do so, may be appointed to be an Officer or Director in accordance with Articles 23.3 and 23.4.
   3. The Officers and Directors shall be elected by Ordinary Resolution of the members annually at the AGM in accordance with Article 23.4, and shall hold their respective positions for one Board Year, after which they shall retire but shall be eligible for re-election.
   4. The election of Officers and Directors at the AGM each year shall take place as follows:
      1. Prior to the each AGM any Voting Member may nominate up to two other Voting Members for appointment as Officers or Directors.
      2. Nominations must be in writing stating the names of the two Voting Members who support the nomination (i.e. the proposer and the seconder) and signed by the candidate to indicate his or her willingness to be elected.
      3. Nominations should be delivered to the Honorary Secretary, or if there is no Honorary Secretary in office, to the Honorary Membership Secretary, or if there is no Honorary Membership Secretary in office, to some other Director by the deadline approved by the Board, which shall be not less than two weeks before the date of the AGM.
      4. The names of the candidates nominated for appointment as Officers and Directors shall be communicated to Voting Members and posted in the Clubhouse by the date approved by the Board, which shall be not less than two weeks before the date of the AGM.
3. Termination of a director’s appointment
   1. A person ceases to be a Director automatically as soon as:
      1. that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
      2. a Bankruptcy order is made against that person;
      3. a composition is made with that person’s creditors generally in satisfaction of that person’s debts;
      4. a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
      5. at least one months’ notice is received by the Company from that person that they are resigning from office, and such resignation has taken effect in accordance with its terms (provided that there shall be at least six Directors in office once the resignation takes effect);
      6. that person holds any office in respect of which they receive any remuneration from the Company;
      7. that person is directly or indirectly interested in any contract with the Company and fails to declare the nature and/or existence of their interest in the manner required by the Act;
      8. that person ceases to be a Voting Member or otherwise ceases to be eligible in accordance with article 23.1 to act as an Officer or Director;
      9. that person is absent from two Board meetings in any Board Year or for a continuous period of six months without special leave of absence from the Board acting and duly recorded at any Board meeting held during that period of 6 months;
      10. it is discovered by the Board that false or misleading information was provided when that person was nominated for election as a Director;
      11. that person fails to provide, if asked, satisfactory references and/or to complete a satisfactory DBS check or equivalent in place from time to time; or
      12. that person is otherwise duly removed from office.

**PART 6: DIRECTORS’ POWERS AND RESPONSIBILITIES**

1. Directors’ general authority
   1. Subject to the Articles, the Directors are responsible for the management of the Company’s business, for which purpose they may exercise all the powers of the Company.
   2. The Board shall have the power to spend or authorise spending within the limits set out in Article 25.3.
   3. The Board shall have financial responsibility for the income and expenditure of the Company and shall maintain accurate records including documented audit trails of all expenditure. The authorised signatories for expenditure shall be the Officers or Directors nominated by the Board. The Board delegates to the Officers or Directors nominated by the Board the authority to spend on the following basis:
      1. On normal expenditure related to the management and general maintenance of the Company, its buildings, grounds and facilities;
         1. Up to £499: a single authorised signatory, excluding the Honorary Treasurer;
         2. From £500 to £4,999: any two authorised signatories and following the approval of either the Board or a committee of the Board and recorded in the relevant minutes;
         3. From £5,000 to £45,000: any two authorised signatories following Board approval to be recorded in the minutes; and
         4. £45,001 and above: any two authorised signatories following Board approval and the passing of an Ordinary Resolution.

For the purposes of committee approval for expenditure under Article 25.3.1.2 above, approval must be obtained from a majority of those committee members who are Directors and for the purposes of such approval a quorum of such Directors shall be 4.  In the event that there are less than 4 Directors on the committee seeking approval, other Directors shall be co-opted onto that committee to form a quorum for the purposes of approving expenditure under Article 25.3.1.2 above.

* + 1. On expenditure on additional or enhanced assets:
       1. Up to £19,999: any two authorised signatories following Board approval to be recorded in the minutes; and
       2. £20,000 and above: any two authorised signatories following Board approval and a Special Resolution.
    2. These authorities and expenditure levels exclude the regular payments to self-employed contractors and salaries to employees which require Board approval prior to payment.  All changes to the contractual hours and rates of pay to any employee and self-employed contractor require Board approval or, if delegated to a committee, the approval of that committee.
    3. For all expenditure referred to in 25.3.1 and 25.3.2 above and where possible, for all expenditure between £500 and £9,999 a minimum of two quotations shall be obtained and for expenditure of £10,000 and above a minimum of three quotations shall be obtained. All quotations shall be in writing from recognized suppliers of materials or providers of services and be made available to be examined by the Board prior to a vote for approval.

1. Members’ reserve power
   1. Any disposal (whether by transfer, conveyance, assignment, lease, licence or other agreement or arrangement) of the whole or any part of the Company’s freehold property must be approved by a Special Resolution of the Members in a general meeting.
   2. The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.
2. Directors may delegate
   1. The Board shall refer all complaints to an independent committee set up by the Board from time to time to deal with complaints in accordance with the BLTC Complaints Policy (the **complaints committee**). When the complaints committee makes recommendations in accordance with the Policy, the Board shall consider those recommendations and decide whether to follow the recommendations, take alternative action or take no action whatsoever in relation to the complaint. If the complaint relates to a Director, that Director will not be an Eligible Director when the Board meets to decide what action to take following receipt of the Complaints Committee’s findings and recommendations.
   2. With the exception of the Complaints Committee, and subject to the Articles, the Board may delegate any of the powers which are conferred on them under the Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit. If the Directors so specify, any such delegation may authorise further delegation of the Directors’ powers by any person to whom they are delegated.
   3. The Directors’ power to delegate shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain of the Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.
   4. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
3. Committees
   1. Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
   2. All committees of the Board other than the Complaints Committee must include at least one Director. Other members of a committee need not be Directors, but must be Members, and with the exception of the Complaints Committee only Directors may vote on decisions taken by any committee of the Board. No Director may sit on a committee where he has or may have a Conflict in relation to the work carried out by the committee. No Directors may sit on the Complaints Committee.
   3. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

**PART 7: DECISION-MAKING BY DIRECTORS**

1. Directors to take decisions collectively

Any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with Article 30.

1. Unanimous decisions
   1. A decision of the Board is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
   2. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
   3. A decision may not be taken in accordance with this Article 30 if the Eligible Directors would not have formed a quorum at such a meeting.
2. Calling a Board meeting
   1. The Board shall meet within fourteen days following each AGM and thereafter every two months or more frequently if necessary.
   2. Any Director may call a Board meeting by giving notice of the meeting to the Directors or by authorising the Honorary Secretary to give such notice.
   3. Notice of a Board meeting must indicate its proposed date and time, where it is to take place, and if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
   4. A minimum of seven days’ written notice shall be given to all Directors of all Board meetings.
3. Participation in Board meetings
   1. Subject to the Articles, Directors participate in a Board meeting, or part of a Directors’ meeting, when:
      1. the meeting has been called and takes place in accordance with the Articles; and
      2. they can each communicate to the others any information or opinions they have on any particular item of business of the meeting.
4. Quorum for directors’ meetings
   1. At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
   2. The quorum for the transaction of business at a meeting of the Board is at least half of the Directors in office (rounded up to the nearest whole number). The minimum number required being 5. All must be Eligible Directors, provided that for the purposes of any meeting (or part of a meeting) held pursuant to Article 36 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director, the quorum for such meeting (or part of a meeting) shall be one Eligible Director*.*
   3. If the total number of Directors in office for the time being is less than the quorum required, the Board must not take any decision other than a decision to call a general meeting so as to enable the Members to appoint further Directors.
5. Chairing of directors’ meetings
   1. The Board shall appoint a Director to chair their meetings. The person so appointed for the time being is known as the Board Chairman.
   2. The Board may terminate the Board Chairman’s appointment at any time and it need not appoint the same Director as Board Chairman for consecutive meetings.
   3. If the Board Chairman dies, resigns, is removed from office or becomes unfit or incapable of acting as a Director for a period of four months or more, the Board shall appoint a new Board Chairman.
   4. If no Director has been appointed as Board Chairman, or the Board Chairman is unwilling to chair the meeting or is not participating in a Board meeting within ten minutes of the time at which it was due to start, the participating Directors must appoint one of themselves to chair it.
6. Casting vote

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Board Chairman or other Director chairing the meeting shall not have a casting vote.

1. Directors’ conflicts of interest
   1. The Directors may, in accordance with the requirements set out below, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching their duty under section 175 of the Act to avoid conflicts of interest:
      1. Any authorisation under this Article 36.1 shall be effective only if:
         1. to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Board may determine;
         2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
         3. the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director’s vote had not been counted.
      2. Any authorisation of a Conflict under this Article 36.1 may (whether at the time of giving the authorisation or subsequently):
         1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
         2. provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at Board meetings or otherwise) related to the Conflict;
         3. provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
         4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Board thinks fit;
         5. provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company’s affairs where to do so would amount to a breach of that confidence; and
         6. permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any Board meeting and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
   2. Where the Board authorises a Conflict under Article 36.1, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Board in relation to the Conflict.
   3. The Board may revoke or vary any authorisation given under Article 36.1 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.
   4. 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 Company 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 Board in accordance with these Articles or by the Company 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.
   5. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
      1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
      2. shall be an Eligible Director for the purposes of any proposed decision of the Board (or committee of the Board) in respect of such existing or proposed transaction or arrangement in which he is interested;
      3. shall be entitled to vote at a Board meeting (or of a committee of the Board) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
      4. may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
      5. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
      6. shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

**PART 8: DIRECTORS’ REMUNERATION AND EXPENSES**

1. Directors’ remuneration
   1. No Director shall receive any remuneration for his services in his capacity as a Director except reasonable expenses incurred as a direct result of his duties in accordance with Article 38, but this shall not prohibit the payment by the Company of any sum to any employee or self-employed contractor by way of salary or remuneration.
2. Directors’ expenses
   1. The Company may pay any reasonable expenses which the Directors (and any company secretary) properly incur in connection with their attendance at:
      1. meetings of the Board or committees of the Board; or
      2. general meetings;

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

**PART 9: ADMINISTRATIVE ARRANGEMENTS**

1. Records to be kept
   1. The Board must ensure that the Company keeps a record for at least 15 years from the date of the decision recorded, of every unanimous or majority decision taken by the Board.
   2. All meetings of the Board will be minuted and records of those minutes shall be kept in accordance with these Articles. The minutes must be a true account of all discussions in a meeting of the Board and must include the outcome of all votes.
   3. Copies of all meeting minutes and accounts must be retained securely by the Honorary Secretary, or in the absence of an Honorary Secretary, another Director responsible for this task, for a period of not less than 15 years.
   4. The Board shall cause proper books of account to be kept in respect of:
      1. all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place; and
      2. the assets and liabilities of the Company.
   5. The books of account and all other documents shall be kept securely at the Clubhouse or at such other place or places as the Board thinks fit. The Board shall from time to time determine whether, and to what extent, and at what time and places, and under what conditions and regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of a Member not being a Director, and no other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Board.
   6. The Board shall for each Financial Year submit the accounts for the period to a qualified accountant in order that a formal independent financial review can be carried out.
2. COMPLAINTS AND DISPUTES
   1. All complaints must be made in writing to the Honorary Secretary or Honorary Membership Secretary, alternatively to any Board Member who will then submit them to the Board for review. The Board shall pass the complaint to the Complaints Committee or a third party for investigation pursuant to the Disciplinary Rules. The decision of the Board will be communicated to the complainant within 21 days of the decision being made.
   2. Any dispute or difference which may arise as to the meaning or interpretation of these Articles or the Rules or the validity of any election or proceeding of a general meeting shall be determined by the Board whose decision shall be final and binding upon all the Members.
   3. In no instance shall any employee or self-employed contractor of the Company be reprimanded by a Member, except that the Board may do so in the exercise of its duties.
3. Means of communication to be used
   1. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
      1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
      2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
      3. if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
      4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

* 1. 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.

1. Secretary

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

1. Rules
   1. The Board shall produce and enforce such rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company (the **Rules**) and for the purpose of prescribing the categories of and conditions of membership for all Members and, in particular but not exclusively, they shall by such Rules regulate:
      1. The admission and categories of Members of the Company, the rights and privileges of such Members, the conditions of membership and the terms on which Members may resign or have their membership suspended or terminated, and the joining fees, subscriptions, and other fees or payments to be made by Members;
      2. The terms and conditions upon which guests, children of Members, the different categories of Member and visitors shall be permitted to use the Club Property;
      3. The times of opening and closing of the Clubhouse and other premises of the Company;
      4. The hours for the supply of intoxicating liquors, the conditions for the sale of intoxicating liquors and any rules to be observed in relation to the sale of intoxicating liquors;
      5. The conduct of Members of the Company in relation to one another, both on and off court, and the Company’s paid employees and self-employed contractors; and
      6. Generally, all such matters as are commonly the subject matter of the Rules.
   2. The Board must adopt whatever means it considers sufficient to bring these Articles and the Rules (including the alteration or repeal of them) to the notice of the Members.
   3. For the avoidance of doubt, the Board may amend the Rules from time to time as it sees fit for the purpose of conducting Company business without reference to the Members.
   4. These Articles and the Rules so long as they are in force, are binding on the Members and Directors.
   5. No Rules may be inconsistent with, or affect or repeal anything contained in these Articles, or be in breach of any statutory provision. In the event that the Rules contain anything conflicting or inconsistent with the contents of these Articles, the provisions of these Articles shall prevail.
2. Indemnity and insurance
   1. Subject to article 44.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
      1. each relevant officer shall be indemnified out of the Company’s assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
         1. in the actual or purported execution and/or discharge of his duties, or in relation to them; and
         2. in relation to the Company’s (or any associated company’s) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company’s (or any associated company’s) affairs; and

* + 1. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 44.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
  1. This article 44 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
  2. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
  3. In this article:
     1. companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
     2. a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and
     3. **relevant officer** means any Director or Officer or other officer or former Director or former Officer or other former officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or Officer or other officer), to the extent he acts in his capacity as auditor).