

12<sup>th</sup> March 2020

## ARTICLES OF ASSOCIATION

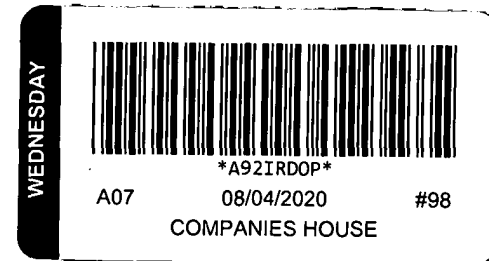
### THE COMPANIES ACT 2006

#### PRIVATE COMPANY LIMITED BY GUARANTEE

## Articles of Association of Odiham Tennis Club Limited

### PART 1

#### INTERPRETATION AND LIMITATION OF LIABILITY



#### 1.1. Defined terms

##### 1.1.1. In the Articles—

“Articles” means the Company’s Articles of Association;

“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;

“Chairman” has the meaning given in Article 3.9.2;

“Chairman of the Management Committee” has the meaning given in Article 4.2.2:

“Chairman of the Meeting” has the meaning given in Article 4.2.2;

“Club” means Odiham Tennis Club Limited;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

“Management Committee” means the management committee of the Odiham Tennis Club Limited as detailed in Article 4.1;

“Company” means Odiham Tennis Club Limited;

“Director” means a director of the Company, and includes any person occupying the position of director, by whatever name called;

“Document” includes, unless otherwise specified, any document sent or supplied in Electronic Form;

“Electronic Form” has the meaning given in section 1168 of the Companies Act 2006;

“Full Member” has the meaning given in Article 5.1.1;

“Game” means the game of tennis;

“Member” has the meaning given in section 112 of the Companies Act 2006;

“Objects” has the meaning given in Article 2.1;

“Officer” has the meaning given in Article 4.1.2;

“Ordinary Resolution” has the meaning given in section 282 of the Companies Act 2006;

“Participate”, in relation to a Directors’ meeting, has the meaning given in Article 3.8.1;

“Rules” means the Rules and Regulations of Odiham Tennis Club Limited;

“Special Resolution” has the meaning given in section 283 of the Companies Act 2006;

“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.

Unless the context otherwise requires, words or expressions that begin with a capital letter other than those in this clause 1.1. contained in these Articles shall bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

## **1.2. Liability of Members**

1.2.1. 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 is a Member or within one year after he ceases to be a Member, for—

(a) payment of the Company’s debts and liabilities contracted before he ceases 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 OBJECTS**

### **2.1 The Objects of the Company are:**

2.1.1. to acquire and undertake all properties (including entering into any lease, sale or purchase of real property) and liabilities and to carry out the powers, obligations, duties and general objects of the Company known as Odiham Tennis Club Limited and to indemnify Odiham Tennis Club Limited, its Officers, Members, and members of any of its sub-committees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of Odiham Tennis Club Limited and in respect of all liabilities, obligations and commitments (whether legally binding or not) of Odiham Tennis Club Limited and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;

2.1.2. principally to provide facilities for tennis and generally to promote, encourage and facilitate the playing of the Game in the area of Odiham and amongst the community;

2.1.3. to provide and maintain Club premises at Odiham and Club-owned tennis equipment for the use of its Members (without discrimination);

2.1.4 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;

2.1.5. to obtain funding for the activities of the Club by collecting membership subscriptions, and match fees, by obtaining sponsorship and other available funding;

2.1.6. to promote the Game within the Club;

2.1.7. to affiliate to the Lawn Tennis Association (through the membership of the Club's nominee to the LTA, such nominee to be the Honorary Secretary or another officer of the Club);

2.1.8. to comply with and uphold the rules and regulations of the LTA as amended from time to time as applicable to the Company;

2.1.9. to acquire, establish, own, operate and turn to account in any way for the Members' benefit the tennis facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

2.1.10. to make rules and regulations concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;

2.1.11. to discipline the Members in accordance with these Articles and the Rules and to refer its Members to be disciplined by the LTA where so required by the rules and regulations of the LTA ;

2.1.12. to empower the Directors and Management Committee to do all such other things as the Directors and Management Committee at their discretion think fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated above.

## **2.2. Powers**

2.2.1. The Club shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects

2.2.2. 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. No Member shall be paid a salary, bonus fee or other remuneration for playing for the Club.

## **PART 3**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

##### **3.1. Methods of appointing Directors**

3.1.1. The Company may by Ordinary Resolution increase or reduce the number of Directors.

3.1.2. The election of the Chairman, the Honorary Secretary and Honorary Treasurer and any other Directors shall be by Ordinary Resolution at the Annual General Meeting of the Company.

3.1.3. Nominations in writing, including signed acceptance by the nominee, duly proposed and seconded by members of the Company qualified to vote at the meeting, shall be delivered to the Company Secretary at the Registered Office of the Company at least fourteen clear days before the Annual General Meeting at which the respective elections are to take place. No member of the Company may propose or second more than one nomination. Nominations shall be included in the documents issued for the Annual General Meeting.

3.1.4. The Management Committee (Article 4.1) acting by a simple majority vote shall have the power to appoint any Member who is eligible under the Articles to be a Director to be co-opted to the Management Committee either to fill a vacancy on a Director resigning or otherwise ceasing to hold office, or as an additional member. Any co-opted Member so appointed shall hold office until the next Annual General Meeting of the Company, and will then retire and will be eligible for nomination and election in accordance with the procedure in Article 3.1.3. for the appointment of Directors.

3.1.5. In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in Writing, to appoint a person to be a Director.

3.1.6. For the purposes of Article 3.1.5, where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

## **3.2. Directors' general authority**

3.2.1. Subject to the Articles, the Directors and Management Committee, which shall include between 4 and 8 Members in addition to the Directors, are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

## **3.3. Members' reserve power**

3.3.1. The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

3.3.2. No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

## **3.4. Directors may delegate**

3.4.1. Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles—

- (a) to such person or the Management Committee
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

3.4.2. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

### **3.5. Committee**

3.5.1. A Committee 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.

3.5.2. For the purpose of managing the business of the Company the Directors  
(a) shall form a Management Committee; and  
(b) may delegate the management of specific elements of the Company business to any sub-committee

### **3.6. Directors to take decisions collectively**

3.6.1. Any decision of the Directors and Management Committee must be a simple majority decision at a meeting.

### **3.7. Calling a Directors' meeting**

3.7.1. Any Director may call a Directors' meeting by giving written notice of the meeting to the Directors or by authorising the Honorary Secretary to give such notice of not less than seven days' notice.

3.7.2. Notice of any Directors' meeting 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 the meeting and in which case the place of the meeting shall be determined in accordance with Article 3.7.3.

3.7.3. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **3.8. Participation in Directors' meetings**

3.8.1. Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when—  
(a) the meeting has been called in accordance with Article 3.7 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.

3.8.2. In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

3.8.3. If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

### **3.9. Quorum for Directors' meetings**

3.9.1. At a Directors' meeting, unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.

3.9.2. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.

3.9.3. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision—

(a) to appoint further Directors, or

(b) to call a general meeting so as to enable the Members to appoint further Directors  
or

(c) to co-opt a Member to be a Director

### **3.10. Chairing of Directors' meetings**

3.10.1. The Chairman of the Management Committee shall chair all Directors' meetings.

### **3.11. Casting vote**

3.11.1. If the numbers of votes for and against a proposal are equal, then subject to Article 3.11.2 the Chairman or other Director chairing the meeting has a casting vote.

3.11.2. If, in accordance with the Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes that Chairman or Director shall not have a casting vote.

### **3.12. Conflicts of interest**

3.12.1. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

3.12.2. For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

3.12.3. Subject to paragraph 3.12.4, if a question arises at a meeting of Directors or of a Management Committee meeting 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 Presiding Chairman whose ruling in relation to any Director other than the Presiding Chairman is to be final and conclusive.

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

### **3.13. Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

### **3.14. Directors' discretion to make further rules**

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

### **3.15. Termination of Director's appointment**

**3.15.1.** A person ceases to be a Director as soon as—

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 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 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;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

### **3.16. Directors' expenses**

3.16.1. Directors shall not be paid any remuneration.

## **PART 4 MANAGEMENT COMMITTEE**

### **4.1. The Management Committee**

4.1.1. The Odiham Tennis Club Limited shall be managed by a **Management Committee**, elected at each Annual General Meeting.

4.1.2. The **Management Committee** shall consist of :

The Chairman, Honorary Secretary and the Honorary Treasurer, who are elected as per Article 3.1.4 and become the Directors of the Company. Once elected as Directors the Chairman, Honorary Secretary and Honorary Treasurer are then elected along with no more than 8 and no less than 4 other 'persons' to be on the **Management Committee** at the Annual General Meeting.

4.1.3. All persons proposed to be nominated as members of the **Management Committee** must be both nominated and seconded by Full Members.

4.1.4. Any person nominated as a member of the **Management Committee** must be a Full Member.

4.1.5. Nominations may be submitted in Writing to the Honorary Secretary prior to an Annual General Meeting; or orally during an Annual General Meeting.

4.1.6. If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed. If there is more than one candidate for any particular

vacancy there shall be an election by secret ballot for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by the Chairman's casting vote.

4.1.7. In addition to the Members elected or appointed in accordance with this Article, the **Management** Committee may co-opt up to 2 further Members who shall serve until the next Annual General Meeting. Co-opted Members shall be entitled to vote at the meetings of the **Management** Committee.

4.1.8. The **Management** Committee may appoint any Member to fill any casual vacancy on the **Management** Committee until the next Annual General Meeting when that person shall retire but shall be eligible for re-election.

4.1.9. A member of the **Management** Committee shall no longer hold office and shall be deemed to have vacated office if:

- (a) he resigns his office by notice to the Club;
- (b) he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the H & LoW LTA or the LTA; or
- (c) he is requested to resign by not less than two-thirds of the other Committee members acting together;
- (d) he ceases to be a Member.

4.1.10. Each member of the **Management** Committee agrees to be bound by and subject to the Company Articles, the Club Rules, the LTA Rules and the LTA Disciplinary Code.

## **4.2. Proceedings of the Committee**

4.2.1. **Management** Committee meetings shall be held as often as the **Management** Committee thinks fit provided that there shall not be less than 3 meetings each year. The quorum for such meetings shall be 6. The Chairman and the Honorary Secretary shall have discretion to call emergency meetings of the **Management** Committee if they consider it to be in the interests of the Club. The Honorary Secretary shall give all the members of the **Management** Committee not less than 7 days' notice of a meeting. The Honorary Secretary shall arrange for a record of all formal Club meetings to be kept and approved by the **Management** Committee.

4.2.2. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Committee at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Honorary Secretary shall preside; or if he is unwilling to preside, or if he is not present within ten minutes after the time appointed for the meeting, the members of the Committee present may appoint one of their number to be Chairman of the Meeting.

4.2.3. Decisions of the **Management** Committee shall be made by a simple majority and in the event of an equality of votes the Chairman, or the acting Chairman of the Meeting, shall have a casting or additional vote. Between meetings, decisions may be made on proposals and votes communicated by email; these shall be included in the minutes of the next meeting.

4.2.4. The **Management** Committee shall appoint an Auditor prior to the end of each financial year.



4.2.5. The **Management** Committee may from time to time create such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the **Management** Committee as they may determine.

4.2.6. Any sub-committee shall be chaired by a member of the **Management** Committee but any Club Member may be co-opted to serve until the next Annual General Meeting or the prior dissolution of that sub-committee.

4.2.7. All sub-committees shall periodically report their proceedings to the **Management** Committee and shall conduct their business in accordance with the directions of the **Management** Committee.

4.2.8. The **Management** Committee shall have power to make, repeal and amend such regulations contained in the Rules as it may from time to time consider necessary for the wellbeing of the Club. Any such changes shall be passed as an Ordinary or Special Resolution at an Annual or Extraordinary General Meeting.

4.2.9. The **Management** Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club.

### **4.3. Finance**

4.3.1 The Club's Financial Year shall run from 1st October to 30th September.

4.3.2. All moneys payable to the Club shall be received by a person authorised by the Committee to receive such moneys and shall be deposited in bank accounts in the name of the Club. No sum shall be drawn from that account except by cheque signed by 2 of the 3 signatories who shall be the Honorary Secretary, Honorary Treasurer and Membership Secretary or by bank transfer agreed by 2 of the 3. Any moneys not required for immediate use may be invested as the **Management** Committee in its discretion thinks fit.

4.3.3. Subject to Article 4.3.2, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

4.3.4. The **Management** Committee shall have power to authorise the payment of expenses to any Officer, member of the **Management** Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.

4.3.5. The financial transactions of the Club shall be recorded by the Honorary Treasurer in such manner as the **Management** Committee thinks fit.

4.3.6. The **Management** Committee has authority to proceed with any item of expenditure that has been costed and approved at an AGM if it is within 5% of the proposed budget as approved. For non-costed items over £5k the **Management** Committee shall either ballot the membership for approval or call an EGM and put forward the proposal for approval.

4.3.7. Full accounts of the financial affairs of the Club shall be prepared each year and made available to every Member attending the Annual General Meeting and to any other Member who requests a copy. A report on these accounts shall be prepared by the Auditor.

4.3.8. The **Management** Committee shall have no power to borrow without the specific resolution passed at a general meeting.

**PART 5**  
**MEMBERS**  
**BECOMING AND CEASING TO BE A MEMBER**

**5. Membership**

**5.1. Eligibility for membership**

5.1.1. Persons of either sex are to become a Full Member of the Club provided that they are at least 18 years old. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, or political or other beliefs.

5.1.2. Persons below the age of 18 may join as Junior Members without the right to hold office or vote at general meetings.

5.1.3. The number of Members is unlimited.

**5.2. Admission of Members**

5.2.1. Membership of the club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, religion or other beliefs, except as a necessary consequence of the requirements of tennis. The club may have different classes of membership and subscription on a non-discriminatory and fair basis. The club will keep subscriptions at levels that will not pose a significant obstacle to people participating. The club committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or the sport into disrepute. Appeal against refusal or removal may be made to the members.

**5.3. Condition of membership**

5.3.1. All Members shall be subject to the Articles, Rules and Regulations of the Club and shall abide by the Rules and Regulations of the LTA.

**5.4. Voting by Members**

5.4.1. Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. The other Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at general meetings.

**5.5. Classes of membership**

5.5.1. The classes of membership of the Club are detailed in the Rules and Regulations of the Club. Any other classes of membership as determined from time to time by the Management Committee shall be voted on by the membership at an Annual General Meeting.

**5.6. Subscriptions**

5.6.1. The annual subscription for each type of Member shall be determined from time to time by the Management Committee and approved at the Annual General Meeting.

5.6.2. The Members shall pay any annual subscription fees set by the Management Committee from time to time.

5.6.3. No candidate whose application has been accepted shall be entitled to the privileges of membership until the first annual subscription has been paid.

5.6.4. Any Member whose subscription is not paid by 1<sup>st</sup> May each year shall be deemed to have resigned his membership of the Club.

5.6.5. Only Members who have paid their subscriptions will be eligible to represent the Club in club teams.

## **5.7. Termination of membership**

5.7.1. Resignation. A Member may withdraw from membership of the Club by non payment of the yearly subscription. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Articles which leads to expulsion.

### **5.7.2. Expulsion**

(a) The Management Committee may terminate the membership of any person or impose any other sanction it determines appropriate in connection with the breach of any condition of membership set out in the Rules and Regulations or when, in its opinion, it would not be in the interests of the Game or of the Club for him to remain a Member.

(b) A Member can be expelled after two formal written warnings as to conduct have been given by the Management Committee.

(c) A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and written details of the complaint made against him.

(d) The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to be accompanied by a representative or friend, who may answer complaints made against the Member and to cross-examine any witnesses on behalf of the Member. The Member must not be expelled unless, at least two-thirds of the Management Committee then present, vote in favour of his expulsion.

(e) The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making his representations.

(f) Appeal against expulsion may be made to the members.

5.7.3. Effect of resignation or expulsion. Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds, and he has no right to the return of any part of his subscription. However, the Management Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate, taking account of all the circumstances.

## **PART 6**

### **ORGANISATION OF GENERAL MEETINGS**

#### **6.1. Annual General Meetings**

6.1.1. The Annual General Meeting (AGM) of the Company shall be held no later than 30th November each year to transact the following business:

- (a) to receive the Chairman's report of the activities of the Club during the previous year;
- (b) to receive and consider the accounts of the Club for the previous financial year, the Auditor's report on those accounts and the Honorary Treasurer's report as to the financial position of the Club;
- (c) to agree the membership subscription rates for the following year;
- (d) to elect the Directors of the Company in accordance with Article 3.1.4;
- (e) to elect the Chairman, the Honorary Secretary and the Honorary Treasurer and other members of the Management Committee;
- (f) to decide on any resolution which may be duly submitted in accordance with Article 6.2.1 below;
- (g) to deal with any other matters which the Management Committee desires to bring before the membership.
- (h) to discuss any other business that a Member or the Management Committee wishes to raise.

6.1.2. The draft minutes from the AGM meeting shall be sent to the AGM attendees within 30 days of the AGM taking place with a request for comments to be made, if any, within another 30 days and thereafter approval.

6.1.3. AGM minutes are considered accepted at an AGM as a true and representative record of what has been discussed during the AGM of the previous year. The Committee shall expedite resolutions passed at the AGM notwithstanding that the record of the AGM in the form of minutes has not yet been approved (at an AGM),

6.1.4. Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in Writing to the Honorary Secretary not less than 7 days before the meeting.

#### **6.2. Extraordinary General Meetings**

6.2.1. An Extraordinary General Meeting may be called at any time by the Management Committee giving 14 days' notice in Writing to Members and can also be called within 21 days of receipt by the Honorary Secretary of a requisition in Writing signed by not less than 20 Full Members, stating the purposes for which the meeting is required and the resolutions proposed.

### **6.3. Procedures at the Annual and Extraordinary General Meetings**

6.3.1. The Honorary Secretary shall send to each Member written notice of the date of the Annual General Meeting and Extraordinary General Meeting together with the Company business to be conducted and all documents needed to support the business of the meeting not less than 14 days before the meeting.

6.3.2. The quorum for the Annual General Meeting and and Extraordinary General Meeting shall be 10% of Full Members.

6.3.3. The Chairman shall preside at all meetings of the Club but if he is not present within ten minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Full Members present may choose by simple majority vote of those Full Members present one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Full Members present may choose by simple majority vote of those Full Members present one of their number to be Chairman of the Meeting.

6.3.4. Each Full Member present shall have one vote and resolutions shall be passed by a simple majority of those Full Members present and voting. In the event of an equality of votes the Chairman of the Meeting shall have a casting or additional vote.

6.3.5. The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at Annual and Extraordinary General Meetings.

6.3.6. There shall be no right for a Member to vote by proxy.

### **6.4. Attendance and speaking at Annual General Meetings**

6.4.1. A Member is able to exercise the right to speak at an Annual or Extraordinary General Meeting when the Member 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.

6.4.2. Full Members are entitled to vote at an Annual or Extraordinary General Meeting unless not permitted to do so by these Articles.

6.4.3. The Chairman may make whatever arrangements he considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

### **6.5. Adjournment**

6.5.1 If the persons attending an Annual or Extraordinary 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, the Chairman of the Meeting must adjourn it.

6.5.2. The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if—

- (a) the meeting consents to an adjournment, or
- (b) 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.

6.5.3. The Chairman of the Meeting must adjourn a general meeting if directed to do so by a simple majority of those Full Members attending the meeting.

6.5.4. When adjourning a general meeting, the Chairman of the Meeting must—  
(a) 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 Directors, and  
(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

6.5.5. If the continuation of an adjourned general meeting is to take place more than 14 days after it was adjourned, the Management Committee must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

(a) to the same persons to whom notice of the Club's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

6.5.6. 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 and no new resolutions may be added.

## **6.6. Amendments to resolutions**

6.6.1. An ordinary resolution to be proposed at an Annual or Extraordinary General Meeting may be amended by Ordinary Resolution if—

(a) 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

(b) the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

6.6.2. A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if—

(a) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

6.6.3. 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.

## **6.7. Errors and disputes**

6.7.1. 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.

6.7.2. Any such objection must be referred to the Chairman of the Meeting whose decision is final.

## **6.8. Poll votes**

6.8.1. 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.

6.8.2. A poll may be demanded by—

- (a) the Chairman of the Meeting;
- (b) the Directors or the Management Committee;
- (c) two or more persons having the right to vote on the resolution.

6.8.3. A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken, and
- (b) the Chairman of the Meeting consents to the withdrawal.

6.8.4. Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

## **PART 7**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **7.1. Means of communication to be used**

7.1.1. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

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

7.1.3. A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **7.2. Indemnity**

7.2.1. Subject to Article 7.2.2, a relevant Director of the Company may be indemnified out of the Company's assets against—

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company,
- (b) any other liability incurred by that Director as an officer of the Company.

7.2.2. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

#### **7.3. Insurance**

7.3.1. The Management Committee may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

7.3.2. In this article—

- (a) a "relevant Director" means any Director or former Director of the Company, and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company.

#### **7.4. Dissolution**

7.4.1. A resolution to dissolve Odiham Tennis Club Limited shall be proposed only at an Extraordinary General Meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.

7.4.2. The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

7.4.3. 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) OSCT (Charity No. 301909) for use in community-related sports initiatives;
- (b) the LTA for use in community-related initiatives for the Game;
- (c) another registered community amateur sports club for the Game; or
- (d) a charitable organisation for the Game.