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**ARTICLES OF ASSOCIATION  
OF  
THE ALL ENGLAND LAWN TENNIS & CROQUET CLUB LIMITED ("CLUB")**

**OBJECTS**

**1. Objects**

1.1 The Club shall be a private members' club carrying on the activities of a lawn tennis and croquet club, and any other activities associated with or conducive to the interests of such club, as successor to the unincorporated club founded in 1868 and known as "The All England Lawn Tennis & Croquet Club".

1.2 The Club may own shares or other interests in one or more subsidiary companies which, under such arrangements as the Club or such companies may consider appropriate, shall host and stage The Championships, Wimbledon.

1.3 The Club may enter into such arrangements with third parties and undertake or support such activities of any kind, including programmes to promote tennis within schools and other works that are charitable and/or of public benefit, as may from time to time be considered appropriate or desirable in furtherance of its reputation or generally to enhance the unique quality, character and image of the Club.

1.4 Without prejudice to the generality of the preceding Articles, the overall mission of the Club and its subsidiary companies shall be to:

- (a) maintain The Championships as the premier tennis tournament in the world and on grass;
- (b) enhance the unique quality, character and image of the Club and The Championships; and
- (c) foster the best interests of tennis, both nationally and internationally.

**NAME**

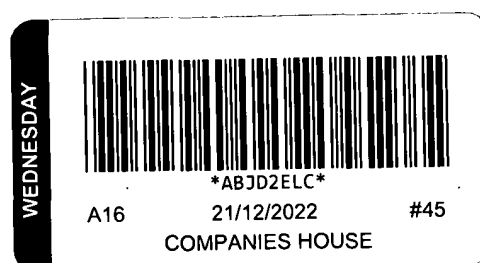
**2. Name**

The name of the Club shall be "The All England Lawn Tennis & Croquet Club Limited".

**MEMBERS**

**3. Membership**

*Composition of the Club*



3.1 The Club shall consist of the following persons (each a “**Member**” and together the “**Members**”):

- (a) Full Members, who shall be entitled to the full privileges of the Club, paying an Annual Subscription;
- (b) Life Members;
- (c) Honorary Members;
- (d) Temporary Members; and
- (e) Junior Temporary Members.

3.2 Members under headings (a), (b) and (c), excluding members of the Royal Family, shall be limited to 500 in number. The rights and privileges of those under headings (b), (c), (d) and (e) are set out in Articles 3.6 to 3.15 below.

3.3 Throughout all other Articles, unless otherwise indicated by the context, the expression “**Full Member**” shall include not only Full Members as referred to in sub-paragraph (a) of Article 3.1 but also Life Members and those Honorary Members who were Full Members or Life Members prior to their election as Honorary Members.

3.4 New Members of the Club may be elected from time to time in accordance with these Articles.

#### *Election of Members*

3.5 The following provisions shall apply in respect of the election of adult Members:

- (a) The election of Candidates as Members shall be vested in the members of the board of directors for the time being of the Club (the “**Board**”) and when the Board is not unanimous the election shall be by ballot – with such election requiring a majority in favour of more than three-quarters in number of the Board.
- (b) No Candidate may be entered in the Candidates' Book until he or she has attained the age of 17 years.
- (c) Each Candidate must be proposed and seconded by Full Members of the Club. The Proposer and Secunder must send personal letters of recommendation direct to the Club Director.
- (d) The Proposer and Secunder must certify to a personal knowledge of the Candidate of not less than three years and both shall be responsible for the eligibility of the Candidate in accordance with the Articles of the Club.
- (e) Each Candidate must be supported by two Full or Honorary Members of the Club (in addition to his or her Proposer and Secunder), who must send personal letters of recommendation direct to the Club Director.
- (f) No Member shall propose more than two Candidates for Membership in any one calendar year and no Member shall second more than two Candidates in any one calendar year.

- (g) For clarity, the Board may elect a Candidate as a Temporary Member or, if the Board considers appropriate, as a Full Member.
- (h) The power to elect an existing Temporary Member as a Full Member shall be vested in the Board with the same requirement for a majority as for a Candidate under paragraph (a) of this Article.

#### *New Members*

3.6 Each new adult Member shall receive from the Club Director notice in writing of his or her election, with a copy of the Articles. New Members shall also be supplied with or directed to a copy of the Club Regulations and, where appropriate, shall be requested to pay the Entrance Fee and Subscription for the current year within one calendar month. A new Member (other than an Honorary or Life Member) shall not be entitled to the privileges of membership until this payment has been made. If the payment is not made within one calendar month, the new Member's name shall be erased from the List of Members unless the Board otherwise directs.

#### *Life Members*

3.7 The Board may elect as Life Members of the Club, without Subscription, such Full Members who in the opinion of the Board have rendered special services to the Club.

#### *Honorary Members*

3.8 The Board may elect winners of The Championships, other eminent lawn tennis players, benefactors of the Club and/or The Championships and other persons who render or have rendered special services to lawn tennis or the Club and/or The Championships as Honorary Members of the Club without Entrance Fee or Subscription.

3.9 Honorary Members who were Full Members of the Club prior to their election as Honorary Members shall be entitled to the full privileges of the Club.

3.10 Other Honorary Members shall be entitled to the privileges of the Club, except those of voting at General Meetings of the Club or of proposing or seconding Candidates for election. Any Honorary Members may, however, act as a supporter of a Candidate for election.

3.11 The Board shall be empowered at any time to withdraw, or suspend for any period, the Honorary Membership or any particular privileges of membership of any Honorary Member. If the Honorary Membership is withdrawn of an Honorary Member who was a Full Member of the Club prior to his or her election as an Honorary Member, such Honorary Member shall not revert to being a Full Member (unless, subject to the provisions of Article 25, the Board in its absolute discretion shall so decide).

3.12 Save as aforesaid, all Honorary Members shall be subject to the Articles and Club Regulations applicable to all other Members.

#### *Temporary Members*

3.13 The Board shall have power to elect or re-elect Temporary Members at such times and for such period as the Board may think fit.

3.14 Temporary Members shall be subject to the Articles and Club Regulations and shall be entitled to the use of the courts and the privileges of the Club in the same manner as Full Members except that:

- (a) For 14 days before and throughout the duration of The Championships, they shall not (except to the extent permitted under the Club Regulations) be entitled to the use of the courts or Clubhouse, or to any of the other privileges of Membership of the Club other than the wearing of the Club colours.
- (b) They shall not be entitled during The Championships to any of the rights enjoyed by Members in respect of The Championships except at the discretion of the Board.
- (c) They shall not be entitled to a seat in the Members' Stands or to any other of the rights or privileges of Members during any match or competition held upon the courts of the Club when gate money is being charged for admission except at the discretion of the Board.
- (d) They shall not vote at any General Meetings of the Club or have the right to attend General Meetings or have any right to propose, second or support Candidates for election.
- (e) They shall (without prejudice to Article 3.13) come up for re-election by the Board annually in the month of January.
- (f) Privileges of a Temporary Member may, in any individual case, be withdrawn or suspended at such time and for such period as the Board may determine.

#### *Junior Temporary Members*

3.15 The Board, or a committee comprising at least three members of the Board, shall have the power and discretion to elect or re-elect Junior Temporary Members at such times and for such period as the Board or such committee may think fit.

- (a) Candidates for Junior Temporary Membership must be (i) sons or daughters of Full Members, (ii) between 5 and 21 years of age and (iii) proposed by the relevant Full Member.
- (b) Junior Tennis Membership shall in any event cease when 21 years of age.
- (c) Junior Temporary Members shall be subject to the Articles and Club Regulations and to the same restrictions as Temporary Members (set out in Article 3.14). They shall be entitled only to the use of the courts, dressing rooms and other Club facilities in accordance with such Club Regulations as may be made by the Board from time to time in respect of Junior Temporary Members. Junior Temporary Members may not wear Club colours at any time.
- (d) Membership or privileges of a Junior Temporary Member may, in any individual case, be withdrawn or suspended at such time and for such period as the Board or such committee of the Board may determine.

#### *Distinguished Persons*

3.16 The Board shall have power to invite distinguished persons to enjoy any of the privileges of the Club for such period and upon such terms as the Board may think fit.

### *Visitors*

3.17 Members may introduce visitors to play, subject to the Club Regulations in force and the convenience of other Members. No Member may introduce as a visitor anyone whose name has been erased from the List of Members under any of the Articles, unless the Board shall decide otherwise.

### *Non transferability*

3.18 Membership shall not be transferable and shall cease on death.

## **4. Liability of Members**

4.1 Each Member (other than an Honorary or Life Member) shall pay an Entrance Fee and Annual Subscription in accordance with Article 22.

4.2 The liability of each Member is limited to £1, being the amount that each Member (or in the case of a Junior Temporary Member, the relevant Full Member on their behalf until the Junior Temporary Member turns 18) undertakes to contribute to the assets of the Club in the event of it being wound up while he or she is a Member or within one year after he or she ceases to be a Member for:

- (a) payment of the Club's debts and liabilities contracted before he or she 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 amongst themselves.

## **THE BOARD**

### **5. Board**

5.1 The management and control of the property, assets, funds and affairs of the Club shall be vested in the Board, consisting of not less than 10 nor more than 12 Full Members, including the Chair of the Club.

5.2 The Board shall be responsible, and accountable to the Full Members, for the overall mission of the Club and its subsidiary companies and for the direction and supervision of the affairs of the Club as a private members' club.

### **6. President, Vice-Presidents, Chair and Trustees**

6.1 The Board may at any time appoint a person to be President of the Club for such period as the Board shall determine. The President shall not be or become a member of the Board by reason of that office. The Board shall also have the discretion and power at any time to appoint Vice-Presidents who shall, except in special cases, be selected from amongst the Members of the Club and shall hold office for such period as the Board may determine.

6.2 The Chair of the Club shall be appointed by the Board, of which he or she shall be an elected member. The Chair of the Club shall normally be appointed and hold office for each calendar year and may be re-elected by the Board for subsequent years so long as he or she is a member of the Board. The Chair of the Club shall act as chair of the Board.

6.3 The Board shall appoint two Full Members to act as "Trustees". The appointment of each Trustee shall normally be for a five-year period (which may be extended by agreement between the Board and the relevant Trustee). The appointment of any new Trustee shall be promptly notified to the Members. It is the intention that the Trustees shall be available, having regard to the interests of Members, to act as a 'sounding board' for consultation:

- (a) with the Chair and/or the Board prior to any important decision relating to the affairs of the Club which is likely to affect materially the interests of Members; and/or
- (b) if (in addition to his or her normal access to members of the Board) any Member wishes to raise a matter of concern relating to the affairs of the Club.

The Trustees shall for this purpose have no decision-making power and the role of the Trustees shall not in any way detract from or affect the responsibility of the Board for management of the affairs of the Club in accordance with Articles 5.1 and 5.2.

## **7. Election of Board and retirement by rotation**

7.1 A person shall cease to be a member of the Board:

- (a) if he or she gives notice of retirement or resignation at any time; or
- (b) upon retirement by rotation without being re-elected in accordance with Article 7.2.

7.2 At each Annual General Meeting one-third of the Board (or, if the number of the Board is not a multiple of three, then the number nearest to but not exceeding one-third) who have been longest in office since their last appointment or re-appointment shall retire but shall be eligible for re-election. As between two or more members of the Board who have been in office an equal length of time since their last appointment or re-appointment, the member or members to retire shall be determined by lot.

7.3 Elections to the Board to fill vacancies as a result of Article 7.2 shall be made by vote of Full Members (if necessary by secret ballot where more Candidates than vacancies) at the relevant Annual General Meeting.

## **8. Occasional vacancies on the Board**

8.1 If, for any reason, the number of members of the Board is reduced to nine or less, the Board shall have power to fill such vacancies by co-option so that the number of the members of the Board shall be 10 but no more, and the members so appointed shall retire at the Annual General Meeting next following after their election, being, however, eligible for re-election.

8.2 Save as aforesaid, vacancies on the Board shall be filled only (i) following a proposal of the Board under Article 10 or of a Full Member under Article 11, at the Annual General Meeting or (ii) at a Special General Meeting convened for the purpose.

## **9. Attendance of members of the Board**

If a member of the Board shall attend less than half the meetings of the Board held during the 12 months preceding the Annual General Meeting, he or she shall retire at the Annual General Meeting, being, however, eligible for re-election upon being proposed by a Full Member under Article 11.

## **10. Notice of AGM and retiring members of the Board**

Notice of the Annual General Meeting shall be given by circular posted or sent at least 21 days prior to the meeting to the address of each Full Member and Honorary Member of the Club resident in the United Kingdom and shall be accompanied by a copy of the Annual Report of the Board which shall include (i) a list of the names of the members of the Board retiring under Articles 7, 8 and 9, (ii) a record of the attendances of members of the Board at meetings since the last Annual General Meeting and (iii) the names of the Full Members proposed by the Board for election or re-election to the Board. The notice of Annual General Meeting shall also be accompanied by or shall include reference to the availability of Financial Statements audited in accordance with Article 19.

## **11. Additional Candidates for the Board**

11.1 Not less than 15 days' notice, prior to the date of the Annual General Meeting, must be given in writing to the Chief Executive of the name of any Full Member proposed for election as a member of the Board in addition to those proposed by the Board under Article 10.

11.2 Any such nomination must be proposed and seconded in writing by two Full Members and be supported by similar letters of recommendation by four other Full Members.

11.3 If any additional nomination is made under this Article 11, the Chief Executive shall, at least 10 days before the Annual General Meeting, notify in writing to each Full Member of the Club the name of any such Member proposed for election to the Board.

## **12. Powers of the Board**

12.1 The Board may do anything necessary or expedient for the management and control of the property, funds and affairs of the Club in accordance with Article 5, for which purpose they may exercise all the powers of the Club.

12.2 Without prejudice to the generality of the preceding Article, the Board may exercise all the powers of the Club to borrow money, to give guarantees and to charge or otherwise grant security over the undertaking or assets of the Club, for the purposes of the Club in such form and manner as shall be specified in the resolution of the Board authorising such action.

12.3 The Board shall regulate its mode of procedure and shall meet at such times as it may consider necessary and convenient for the transaction of business. The quorum shall be seven for all matters. All matters (except the election of Members under Article 3.5) not unanimously agreed upon by the Board shall be decided by a simple majority vote; and if the votes are equally divided, the Chair shall have a second or casting vote. If the number of members of the Board is less than the number fixed as the quorum, the continuing members or member of the Board may act only for the purpose of filling vacancies or of calling a General Meeting.

12.4 The Board shall be entitled at any time to appoint committees comprising such members of the Board, and having such terms of reference, as the Board may consider necessary or appropriate. The Board may also co-opt other Members of the Club as it feels appropriate to be members of such committees. All committees shall periodically report their proceedings to the Board and shall conduct their business in accordance with any directions of the Board. Any such committees shall be additional to any committees established by the board of directors of any subsidiary of the Club.

### **13. Resolution in writing**

A resolution in writing signed or approved by all the members of the Board (or committee) entitled to receive notice of a meeting of the Board (or committee) shall be valid and effectual as if it had been passed at a meeting of the Board (or, as the case may be, committee) duly convened and held and may consist of several documents in like or similar form each signed or approved by one or more members of the Board (or committee).

### **14. Participation at meetings by videoconference or telephone**

14.1 Any member or other person may participate at a meeting of the Board (or committee) of which he or she is a member by means of a videoconference, telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting is.

14.2 In determining whether the quorum requirements fixed by or in accordance with these Articles are fulfilled, all members of the Board (or committee) participating in the meeting in accordance with this Article 14 shall be counted in the quorum.

## **EXECUTIVES**

### **15. Executives**

The Board shall appoint a Chief Executive, a Club Director and such other Executives as the Board may from time to time consider necessary. Such Executives shall not be members of the Board.



## **CLUB REGULATIONS**

### **16. Club Regulations**

The Board shall at any time be empowered to make, amend or rescind Club Regulations (which may be in one or more documents but not inconsistent with the Articles of Association of the Club) relating to the affairs and operations of the Club. Notice of such Club Regulations, and of any changes to the Club Regulations, shall be given in writing to the Members by the Club Director. All changes to the Club Regulations shall also be printed and placed on the notice board in the Clubhouse.

## **AUDITORS**

### **17. Auditors**

The Financial Statements of the Club and its subsidiaries shall be audited by a firm of Chartered Accountants appointed annually at the Annual General Meeting.

## **GENERAL MEETINGS**

### **18. Annual General Meetings**

18.1 An Annual General Meeting of the Full Member and Honorary Members of the Club to whom notice is required to be given under Article 10 shall be held at such place and hour, and on such day, in the months of November or December as the Board may appoint.

18.2 Particulars of resolutions to be brought forward at the Annual General Meeting (otherwise than by the Board) must be sent by the proposer of the resolution in writing to the Chief Executive on or before 15th October in each year. The proposed resolution must be proposed and seconded in writing by two Full Members and be supported by four other Full Members, each of whom shall notify the Chief Executive of his or her support in writing before 15th October in the year in question.

18.3 The quorum for the Annual General Meeting shall be 50.

18.4 Voting on resolutions shall be by show of hands (unless a poll is demanded in accordance with the Companies Act 2006) save that, if there are more nominations than vacancies, voting on elections to the Board shall be by secret ballot.

18.5 A Member (and any Member who appoints a proxy shall procure that such proxy) shall keep confidential any information disclosed at or for the purposes of any Annual General Meeting unless it is now or subsequently becomes part of the public domain (otherwise than through the act or omission of that Member or proxy).

## **19. Annual Report and Financial Statements**

The Board shall submit to the Annual General Meeting the Annual Report of the Board for the preceding year, terminating on 31st July, and shall make available the Financial Statements of the Club containing the signature of the Auditor appointed under Article 17.

## **20. Special General Meetings**

20.1 The Board may at any time call a Special General Meeting for the purpose of considering any question affecting the welfare or constitution of the Club and (without prejudice to the rights of the Members under the Statutes) they shall be bound to do so on receipt of a requisition in writing, proposed and seconded by two Full Members and supported in writing by 12 other Full Members of the Club and specifying the object of such Special General Meeting. Discussion at the Special General Meeting shall be confined to that object. The quorum for a Special General Meeting shall be 50.

20.2 Voting on resolutions shall be by show of hands (unless a poll is demanded in accordance with the Statutes) save that resolutions on elections to the Board shall, if there are more nominations than vacancies, be by secret ballot.

20.3 A Member (and any Member who appoints a proxy shall procure that such proxy) shall keep confidential any information disclosed at or for the purposes of any Special General Meeting unless it is now or subsequently becomes part of the public domain (otherwise than through the act or omission of that Member or proxy).

## **21. Proxies**

21.1 A proxy may only be validly appointed by a notice in hard copy form, in any usual format or any other format that the Board may approve, executed under the signature of the appointing Full Member (or of his attorney authorised in writing) which:

- (a) states the name and address of the Full Member appointing the proxy;
- (b) identifies the person appointed to be that Full Member's proxy and the General Meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Full Member appointing the proxy, or is authenticated in such manner as the Board may determine;
- (d) is delivered to the Chief Executive's office not less than 48 hours before the time appointed for holding the relevant meeting or adjourned meeting (together with any power of attorney under which it is executed, or a copy of such power or authority certified notarially or in some other way approved by the Board); and
- (e) complies with any other instructions set out in the notice of the General Meeting to which it relates.

21.2 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 and may relate to more than one meeting.

## **ENTRANCE FEES AND SUBSCRIPTIONS**

### **22. Entrance Fees and Subscriptions**

22.1 With the exception of Honorary Members and Life Members, each Full Member shall pay an Entrance Fee on election and, together with Temporary Members and Junior Temporary Members, shall pay an Annual Subscription on the 1st January of each year. The amount of all such Members' contributions shall be decided from time to time by ordinary resolution at an Annual General Meeting. In the absence of any such resolution at an Annual General Meeting the rates of contribution previously in operation shall continue.

22.2 Any Member whose current year's Subscription are unpaid on the 1st February shall receive notice thereof from the Board. If such Subscription is not paid by 1st April, he or she shall cease from that date to be a Member of the Club, unless he or she can justify the delay to the satisfaction of the Board.

## **SUSPENSION AND CESSATION OF MEMBERSHIP**

### **23. Temporary Members and Junior Temporary Members**

Membership or privileges of any Temporary Member or Junior Temporary Member may be withdrawn or suspended at any time in accordance with Article 3.11, 3.14 or 3.15 respectively.

### **24. Honorary Members**

Membership or privileges of any Honorary Member may be withdrawn or suspended at any time in accordance with Article 3.11.

### **25. Full Members and Life Members**

25.1 Membership or privileges of a Full Member or Life Member may be withdrawn or suspended following a review in the circumstances set out in this Article 25.

25.2 Such a review shall be initiated if:

(a) in the opinion of the Board; or

(b) in the opinion of at least 15 Full Members who shall certify the same by notice to the Chief Executive,

the conduct or suspected conduct of a Full Member or Life Member (whether upon the premises of the Club or elsewhere) is or has been damaging to the character, interests or reputation of the Club.

25.3 The Board shall also initiate such a review if, in the circumstances, it considers this to be in the interests of the Club in the event that a Full Member or Life Member is declared bankrupt or makes any composition or arrangement with his or her creditors.

25.4 If the Member fails to offer any explanation or if the Board is not satisfied with such explanation, the Board shall be empowered to:

- (a) suspend the membership of that Member, or withdraw any particular privileges of his or her membership, for such period up to one year as the Board shall decide: and/or
- (b) (whether following a period of suspension or otherwise) recommend, in writing, such Member to resign.

25.5 If a Member so recommended to resign under Article 25.4 shall not comply within 14 days from the date of such recommendation or if the Member seeks to appeal against any suspension or withdrawal of privileges under Article 25.4, the Board shall refer the matter to a Membership Review Panel (the “**Review Panel**”). For this purpose:

- (a) the Review Panel shall comprise the Trustees and the Vice-Presidents (one of those Vice-Presidents being nominated by the Trustees to act as its chair);
- (b) the Member shall have an opportunity to be heard by or make representations to the Review Panel; and
- (c) the procedures for calling and conducting the meeting of the Review Panel shall be determined by its chair, provided that (i) no fewer than 7 days’ notice shall be given of the meeting and (ii) a quorum for the meeting shall be five members of the Review Panel (to include at least one of the Trustees).

25.6 The Review Panel established under Article 25.5 shall be empowered:

- (a) by a majority vote of its members present at the meeting, be empowered to suspend the membership of the relevant Member, or withdraw any particular privileges of his or her membership, for such period as the Review Panel may decide; or
- (b) by an affirmative vote of at least three-fourths of the members of the Review Panel present at the meeting, to determine that the Member be expelled from membership.

If the Member is expelled, and during any period of suspension if the Member is suspended, he or she shall cease to be a Member, his or her name shall be erased from the Register of Members and he or she shall forfeit all Subscriptions and ticket privileges.

**26. Resignation of Members**

Any Member desiring to resign shall signify his or her intention to the Club Director in writing.

**27. No entitlement on cessation of membership**

No Member shall upon ceasing to be a Member (whether upon death, resignation, bankruptcy, expulsion or otherwise) have any entitlement to a share of any of the funds, property or assets of the Club or to any claim against such funds, property or assets except as expressly set out in these Articles.

**INDEMNITY AND INSURANCE**

**28. Indemnity**

Subject to the provisions of the Statutes but without prejudice to any indemnity to which the person concerned may otherwise be entitled, any person who is or was at any time a member of the Board (or committee of the Club), or a Member or Executive carrying out duties or activities on behalf of the Club, shall be indemnified out of the assets of the Club against any liability or expense incurred or suffered by him or her as a result of any claim by any third party (including, but not limited to, claims of negligence, default, breach of contract, breach of duty and/or breach of trust) instituted in any jurisdiction in relation to the affairs of the Club (or any company, board or committee associated with the Club). This Article shall not, however, entitle any such person to indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Statutes.

**29. Insurance**

Without prejudice to the provisions of Article 28, the Board may exercise all the powers of the Club to purchase and maintain insurance for or for the benefit of any person who is or was:

- (a) a member of the Board (or committee of the Club) or a Member or Executive carrying out duties or activities on behalf of the Club, any subsidiary of the Club or anybody or committee with which the Club (or any subsidiary) is associated; or
- (b) a trustee of any pension fund in which employees of the Club or anybody referred to in sub-paragraph (a) of this Article 29 is or has been interested,

including (without limitation) insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution of his or her duties or otherwise in connection with his or her activities in relation to the relevant body or fund.

## **COMMUNICATIONS**

### **30. Members' Addresses**

Every Member shall furnish his or her address to the Club Director. Notices or letters sent by post to such address (or placed, in default of such address having been given, on the noticeboard in the Clubhouse) shall be deemed to have been duly delivered.

### **31. Notices**

31.1 Any notice to be given to a Member under these Articles shall, if sent by first class post, be deemed to have been received on the second day after posting. Failure to give notice to a Member who has not given an address in the United Kingdom for the receipt of notices, or the accidental omission to give any such notice to a Member or its non-receipt by a Member, shall not invalidate the proceedings of any Annual General Meeting or Special General Meeting.

31.2 Any notice by or on behalf of the Club to a Member under these Articles may be sent or supplied in any way (including by making it available on a website) in which documents or information may be sent or supplied in accordance with the Statutes, provided that an electronic form of delivery may only be used if the recipient has consented to such form of delivery.

31.3 The Club shall not be obliged to accept any notice, document or other information sent or supplied to the Club in electronic form and the Club shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.

## **RESTRICTIONS**

### **32. Restrictions**

32.1 No part of the funds, property or assets of the Club (whether representing the Members' Fund, the Club Contingency Reserve Fund or otherwise) shall be distributed by way of dividend, as a return of capital or otherwise among the Members prior to any dissolution or winding up of the Club.

32.2 In the event of a dissolution or winding up of the Club, the funds, property and assets of the Club shall (subject to any claims of creditors) be applied or paid as follows:

- (a) the shares in The All England Lawn Tennis Ground plc and The All England Lawn Tennis Club (Championships) Limited (and the funds, property and assets of those companies) and the funds, property and assets then representing the Club Contingency Reserve Fund shall be applied or paid for the benefit of lawn tennis in the United Kingdom, including towards any reconstruction of the Club, in such manner as the Board shall determine subject to and in accordance with the terms of any agreements then in effect between the Club and the Lawn Tennis Association; and
- (b) any remaining funds or assets then representing the Members' Fund shall be applied or paid in such manner as shall, after a recommendation from the Board, be resolved at a Special General Meeting by a majority of the Full Members then present in person or by proxy and voting.

32.3 The Club shall not, and shall procure that each subsidiary of the Club shall not, without the prior approval of the Full Members given by a resolution passed in accordance with Article 32:

- (a) sell, transfer or dispose of all or any of the shares (or any interests therein) owned by the Club in The All England Lawn Tennis Ground plc, The All England Lawn Tennis Club (Championships) Limited or other material subsidiary of the Club to any person other than the Club or a wholly-owned subsidiary of the Club;
- (b) allow the issue of any new shares of The All England Lawn Tennis Ground plc, The All England Lawn Tennis Club (Championships) Limited or other material subsidiary of the Club (including options or other securities convertible into shares) to any person other than the Club or a wholly-owned subsidiary of the Club; or
- (c) allow the sale, transfer or disposal to any person (other than the Club or a wholly-owned subsidiary of the Club) of the whole or any substantial part of the assets of the Club, The All England Lawn Tennis Ground plc, The All England Lawn Tennis Club (Championships) Limited or other material subsidiary of the Club being a sale, transfer or disposal which is likely to have a fundamental effect on the nature, conduct or value of the Club or The Championships.

## **ALTERATION OF ARTICLES**

### **33. Alteration of Articles**

Articles 32.1, 32.2 and 32.3 may only be altered (and, in the case of Article 32.3, any approval under that Article may only be given) if approved by a resolution passed by not less than ninety per cent (90%) of the Full Members voting in person or by proxy at a Special General Meeting. The remaining provisions of these Articles may only be altered by a special resolution of the Full Members passed in accordance with the Statutes.

## **MODEL ARTICLES**

### **34. Model Articles**

None of the regulations contained in the model articles of association in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) or any other of the statutes (including any statutory instrument, order, regulation or subordinate legislation made under it) for the time being in force concerning companies and affecting the Club (the "Statutes") shall apply as regulations or articles of the Club.