

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

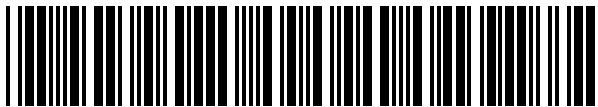
Company Number **14392628**

The Registrar of Companies for England and Wales, hereby certifies that

ASLOCKTON TENNIS CLUB LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **3rd October 2022**



N14392628M



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **30/09/2022**

XBDNN1L6

Company Name in full: **ASLOCKTON TENNIS CLUB LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **7 BEECH LODGE BINGHAM
NOTTINGHAM
ENGLAND NG13 8RA**

Sic Codes: **93120**

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **MR JOHN EDWARD**

Surname: **LEWIS**

Former Names:

Service Address: **recorded as Company's registered office**

Country/State Usually **ENGLAND**

Resident:

Date of Birth: ****/10/1947**

Nationality: **BRITISH**

Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **JOHN LEWIS**

Address **7 BEECH LODGE BINGHAM
NOTTINGHAM
ENGLAND
NG13 8RA**

Amount Guaranteed **1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **JOHN LEWIS**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of ASLOCKTON TENNIS CLUB LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
JOHN LEWIS	Authenticated Electronically

Dated: 30/09/2022

The Companies Act 2006

Company Limited by Guarantee

Articles of Association of

ASLOCKTON TENNIS CLUB LIMITED

(Company limited by Guarantee, Schedule 1, Small Membership)

The Companies Act 2006
Articles of Association of
ASLOCKTON TENNIS CLUB LIMITED

1. Defined Terms

Unless the context otherwise requires, all words and expressions contained in these Articles shall be given the meaning given in the relevant sections of the Companies Act 2006 or if no such meaning is given, their ordinary and natural meaning

2. Not for Profit

2.1 The Company is not established or conducted for private gain

2.2 All surplus income or profits are to be reinvested and used for the Company's Objects as set out in Article 3 hereof

3. Objects

The objects for which the Company is established are

3.1 To provide facilities for amateur tennis and to promote, encourage and facilitate the playing of amateur tennis and the benefits to health and wellbeing of participating in sporting activities, exercise and training in Aslockton and surrounding communities

3.2 To acquire, use and occupy land, buildings, fixtures, machinery and equipment for the use of its members

3.3 To provide the other ordinary benefits of an Amateur Sports Club as set out in Part 13 Chapter 9 of the Corporation Tax Act 2010, including without limitation the provision of suitably qualified coaches and coaching courses

4. Powers

The Company may do all such lawful things as may further its objects and in particular borrow, raise and secure payment of money for any purpose including investment and fundraising and purchasing and maintaining policies of insurance for the benefit of the Company or its directors, officers or members in respect of any risk which the directors in their absolute discretion consider it prudent to cover

5. Liability of Members

The liability of each Member is limited to £1, being the amount that such Member undertakes to contribute to the assets of the Company in the event of its being wound up

6. Directors' General Authority

The Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

7. Members' Reserve Power

The Members may by special resolution direct the Directors to take, or refrain from taking, any specific action, provided that such special resolution shall not invalidate anything done by the Directors prior to the passing of the resolution

8. Chair

The Directors may appoint one of their number to be the Chair [whose duties shall include chairing Directors' meetings] and may at any time remove the Chair from office

9. Directors' Decisions

Any decision of the Directors must be either

9.1 A majority decision taken at a Directors' meeting, or

9.2 A unanimous decision taken without a meeting by the Directors indicating to each other by any means and via any medium that they share a common view on the subject-matter of the decision

10. Calling Directors' Meetings

Directors' meetings shall be called by the Company Secretary or on requisition by not less than two directors giving at least seven clear days' notice in any medium specifying the place, manner, day and time of the meeting or on shorter notice if circumstances require shorter notice and all of the directors agree

11. Appointment of Directors

11.1 The first Directors of the Company shall be the persons notified to the Registrar of Companies as such on incorporation

11.2 Any Member of the Company who is willing and permitted by law to do so may be appointed a Director by a decision of the directors in accordance with Article 9 hereof

12. Termination of Directors' Appointment

A person shall cease to be a Director as soon as that person:-

12.1 is disqualified from acting as a company director under the Companies Act 2006

12.2 is the subject of a bankruptcy order or other insolvency process or enters into any composition or arrangement with creditors

12.3 gives notice of resignation to the Company

12.4 is removed by a decision of the Directors in accordance with Article 9 hereof

12.5 ceases to be a Member of the Company

13. Directors' Expenses

The Company may pay any reasonable expenses which the Directors incur by their attending meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities

14. Becoming a Member

14.1 The first Members of the Company shall be the subscribers to the Memorandum and such other persons as are paid-up or honorary members of Aslockton Tennis Club at the date of incorporation of the Company

14.2 Membership of the Company shall be open to anyone interested in the sport of amateur tennis, regardless of gender, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of the sport of amateur tennis

14.3 Membership of the Company may be divided into different categories on a non-discriminatory and fair basis and into different subscription levels provided that such levels do not pose a significant obstacle to their participating in the Company's activities

14.4 The directors may in their absolute discretion refuse to admit any person to membership or remove any person from membership for conduct likely to bring the Company or the sport of amateur tennis into disrepute or other good cause

15. General Meetings of the Company

15.1 The Company shall hold an Annual General Meeting (AGM) once every year and not more than 15 months after the previous AGM

15.2 The business to be transacted at the AGM shall include the presentation of the Company's Annual Report and Accounts, a report by the Directors on the Company's activities since the previous AGM and discussion and if thought fit passing of any resolutions proposed by individual Directors or Members

15.3 The Chair or any two Members may call an Extraordinary General Meeting of the Company by giving notice to the Secretary to do so in accordance with Article 15.4 hereof

15.4 General Meetings of the Company shall be called by the Secretary giving not less than 21 days' notice to all Members, giving the time, date, place, mode [including remote] and instructions for joining the meeting and for tabling, seconding and voting on any resolutions to be proposed

15.5 General Meetings of the Company shall be held in whatever manner and via whatever medium the Directors think appropriate

15.6 The Chair or if unavailable, another Director nominated by the Directors shall preside over every General Meeting of the Company

15.7 Any resolution proposed at any General Meeting of the Company shall be decided by a simple majority of votes cast by the Members present and entitled to vote

16. Minutes, Records, Deeds and Accounts

The Directors shall cause all of the following minutes, documents and records to be made, kept in safe custody and [if lawful and appropriate to do so] filed with the Registrar of Companies :-

16.1 Appointments of Directors and Secretaries

16.2 Resolutions of the Company and its Directors

16.3 Proceedings at meetings of the Company and its Directors

16.4 Financial books and records including certificates [if any] issued by Auditors or Independent Examiners

16.5 Annual Reports, Confirmation Statements and Returns

16.6 All deeds and certificates representing the Company's real and moveable property

17. Exclusion of Model Articles

The Model Articles for a Company Limited by Guarantee are hereby expressly excluded