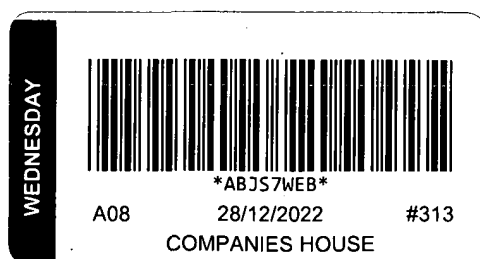


The Companies Act 2006

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 in the Company. No surpluses or assets will be distributed to members or third parties.

3. Objects

The objects for which the Company is established are 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

4. Powers

For the purpose of furthering its Objects as set out in Article 3 hereof but not otherwise, the Company may:-

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

4.2 provide coaching, training, first aid equipment and social and other facilities

4.3 take out insurance cover for buildings, equipment, players, guests and third parties

4.4 raise funds by subscriptions, appeals and grants

4.5 borrow money and give security for the same

4.6 open and operate bank accounts

4.7 set aside and invest funds as reserves

4.8 co-operate with or affiliate itself to any body regulating the sport of tennis

4.9 provide the other ordinary benefits of a Community Amateur Sports Club as set out in Part 13 Chapter 9 of the Corporation Tax Act 2010

4.10 do all such other lawful things as may further its objects

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

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

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

6.2 Directors shall cease to hold office, (unless terminated in accordance with the provisions of Article 8 hereof), on the expiration of 12 calendar months from the date of their appointment or the Annual General Meeting next following that date, whichever is the later

6.2 Any Member of the Company who is willing and permitted by law to do so may be appointed as a Director in accordance with the terms hereof

6.3 The first Directors of the Company may appoint further Directors by a decision in accordance with Article 7 hereof, such appointment to expire on the Company's first Annual General Meeting

6.4 All other Directors shall be appointed by a majority of the Members voting at an Annual General Meeting of the Company

6.4 All serving Directors shall be entitled without limit to stand for re-election at the Company's Annual General Meeting

6.5 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

7. Directors' Decisions

Any decision of the Directors must be either

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

7.2 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

7.3 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

8. Termination of Directors' Appointment

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

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

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

8.3 gives notice of resignation to the Company

8.4 is removed by a decision of the Directors in accordance with Article 7 hereof

8.5 ceases to be a Member of the Company

9. 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

10. Becoming a Member

10.1 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

10.2 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

10.3 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

10.4 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. Appeal against refusal or removal from membership may be made to the members.

11. General Meetings of the Company

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

11.2 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

11.3 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 11.4 hereof

11.4 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

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

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

11.7 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

12. 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 :-

12.1 Appointments of Directors and Secretaries

12.2 Resolutions of the Company and its Directors

12.3 Proceedings at meetings of the Company and its Directors

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

12.5 Annual Reports, Confirmation Statements and Returns

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

13. Winding Up

13.1 The Members of the Company may at a General Meeting convened in accordance with Article 11 hereof resolve to wind up the Company.

13.2 After payment of all the Company's just debts and liabilities, any remaining assets shall be given or transferred for use in related community sports to one or more of the following:-

13.2.1 another Club which is a registered charity

13.2.2 another Club which is a registered CASC

13.3.3 the governing body of the sport of tennis for use by them in related community sports

14. Exclusion of Model Articles

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