

**THE COMPANIES ACT 1985 & 1989****COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL****MEMORANDUM OF ASSOCIATION**

of

SHOOTERS HILL LAWN TENNIS CLUB LIMITED

Company number: 5816533

1. The name of the Company (hereinafter called "the Company") is Shooter's Hill Lawn Tennis Club Limited
2. The registered office of the Company shall be situated in England and Wales.
3. The objects for which the Company is established are to provide members and guests with facilities for playing lawn tennis and social amenities promoting tennis within the community. The club operates an inclusive policy and is open to all members of the local community. The club does not tolerate prejudice or discrimination of any kind. The club promotes junior membership through an active junior section providing quality coaching through a recognized qualified coach.
4. The Company shall have the following powers exercisable in furtherance of its said objects but not further or otherwise, namely:
 - (a) to provide high quality tennis facilities for members within the London Borough of Greenwich and adjoining areas
 - (b) to explore opportunities in managing improving and promoting tennis for all users
 - (c) to work with the local community in promoting tennis which enhance equality of opportunity and provide access to the facilities made available by the Company
 - (d) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Company
 - (e) subject to such consents as may be required by law to purchase, take on lease or in exchange, hire or otherwise acquire any real or *personal property and any rights or privileges which the Company* may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary for the work of the Company

- (f) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought necessary for the promotion of its objects
- (g) to undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary for its objects
- (h) subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such security as may be thought fit
- (i) to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject to nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provide
- (j) to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects
- (k) to receive loans at interest or otherwise from and to lend money and give credit, to and/or take security for such loans or credit from, any person or company as may be necessary or convenient for the work of the Company
- (l) to carry out trade insofar as either the trade is exercised in the course of the actual carrying out of the primary purposes of the Company or the trade is temporary and ancillary to the carrying out of the objects aforesaid
- (m) to insure and arrange insurance cover for and to indemnify its officers servants voluntary workers and members from and against all such risks as the company may from time to time think fit
- (n) to do all such other lawful things as shall further any or all of the above objects.

PROVIDED THAT:

- (1) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts.

- (2) The objects of the Company shall not extend to the regulation of relations between employers and workers or organizations of employers and organizations of workers.
5. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the company and (subject to sub-clause (b) hereof) no director shall be appointed to any office of the company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

PROVIDED THAT nothing herein shall prevent the payment, in good faith by the Company:

- (a) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a director;
- (b) of reasonable remuneration to any director in respect of his or her employment by the Company notwithstanding that he or she is a director
Provided that:-
 - (i) a director withdraws from any meeting whilst his or her appointment, remuneration or other terms of employment, or the appointment, remuneration or other terms of employment of any other employee or employees which might affect the director are being discussed, and
 - (ii) the majority of directors do not receive remuneration in respect of employment by the Company;
- (c) of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: provided that at no time shall a majority of the directors benefit under this provision and that a director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (d) of interest on money lent by any member of the Company or of a director at a rate per annum not exceeding 2% less than the base lending rate of a clearing bank to be selected by the directors;
- (e) of reasonable and proper rent for premises demised or let by any member of the Company or a director;

(f) of fees remuneration or other benefit in money or money's worth to a company of which the director may be a member holding not more than one hundredth part of the issued capital of such company;

(g) of reasonable and proper out-of-pocket expenses to any director;

(h) of the payment of any premium in respect of any insurance or indemnity to cover the liability of the directors (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the company PROVIDE THAT any such insurance or indemnity shall not extend to any claim arising from any act or omission which the directors (or any of them) knew or ought reasonably to have known was a breach of trust or which was committed by the directors (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust.

6. Membership shall be open to those wishing to play tennis or to avail themselves of the Company's social amenities and shall comprise of:
 - (a) full members – who shall be in one of the following categories
 - i) full members – who shall be over the age of 18 on 1st April
 - ii) honorary life members – who shall be non-playing members or those who live beyond a radius of 30 miles from the clubhouse. (these shall only be awarded at an Annual General Meeting)
 - (b) Such other categories as the Company may decide.
 - (c) It shall be an obligation on the part of every member to observe the conditions for the regulation of the Company as laid down in the Company's Articles of Association and in any Bye-laws or other Rules established by the Company.
7. A copy of the Articles of Association of the Company shall be made available to all applicants for membership.

Full membership must be paid for before a member can use the club facilities. After being accepted as a member a membership tag will be issued and must be worn at all times when using the club facilities.
8. The subscriptions shall be determined by the Directors of the Company who shall circulate notice of such fees to the Members at least 15 days before the start of the club year. Members who have not paid their subscriptions by such date as may be determined by the Directors are liable to be removed from membership of the club without further notice.
9. A member may bring visitors to the club but if the visitors play tennis at the club, the member must ensure that the visitor's names are added to the visitors book and the visitors fees paid, prior to commencement of play. A visitor may not play tennis at the club on more than three separate occasions in any one Club year.

10. The Company may suspend for any length of time upto six months, a member whose conduct it considers justifies suspension. Written notice of the suspension must be given to the member explaining the reasons for the decision. The company will provide a right of appeal. This applies to all members including life members.
11. The Company may expel a member or life member whose conduct it considers such as to justify expulsion. Prior to being expelled any such member must be given written notice of the reasons and a right to respond thereto orally or in writing within fourteen days of such notice being posted, which shall be by first class mail to the member's last known address. The Company shall consider any response from the member before deciding whether to expel such member. This must be carried out within 28 days of notice being given. Whilst the appeal is being heard the member remains part of the Club.
12. The liability of the member is limited.
13. Every adult member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Company, if it should be wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
14. Team captains will be asked to stand for election at the AGM on a biannual basis commencing in September 2018. Their term of office will start in the summer season 2019 and run to the end of the winter season 2020.
Team captains will be asked to stand along with any full members who may wish to do so as of 1st September in the said year.