

The Companies Acts, 1908 to 2006
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A CAPITAL DIVIDED INTO SHARES

MEMORANDUM OF ASSOCIATION
OF
WEST BRIDGFORD LAWN TENNIS CLUB LIMITED

1. The name of the Company is **WEST BRIDGFORD LAWN TENNIS CLUB LIMITED**
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company (hereinafter referred to as "the Club") is established are:-
 - (a) To provide facilities for and promote participation of the whole community in the sport of Tennis.
 - (b) To establish and carry on a Club for the purpose of encouraging and promoting the Game of Lawn Tennis and other Athletic Sports and Pastimes and Social Intercourse amongst its Members.
 - (c) To provide lawn tennis courts, bowling green, croquet lawns, football, hockey, cricket and other sports grounds at West Bridgford and Wilford, in the County of Nottingham, or elsewhere, and to lay out, prepare and maintain such courts and grounds and other premises for the purposes of the Club, and to provide club houses, pavilions, lavatories, refreshment rooms, workshops, and sheds and other conveniences in connection therewith, and to furnish and maintain the same, and to permit the same and the property of the Club to be used by Members and others either gratuitously or upon such terms as shall be agreed upon.
 - (d) To make rules and regulations for the admission to the use of the Club and its premises and the conduct of the Members and their guests, and from time to time rescind, vary, or modify the same, and to collect and receive either an aggregate sum or sums from the Members of the Club or entrance fees and subscriptions from the individual Members by way of consideration for the advantages afforded to the Members of the Club.
 - (e) To purchase, take on lease or otherwise acquire any lands, buildings, easements, or property (real or personal) which may be requisite for the

purposes of or capable of being conveniently used in connection with any of the objects of the Club, and to sell, demise, let, mortgage, or dispose of the same.

- (f) To erect, maintain, and alter any buildings or erections that may be required for the purpose of or can be conveniently used in connection with the Club.
- (g) To purchase, take on lease, or otherwise acquire land, buildings, easements and premises other than for the purposes of the Club if the acquisition thereof is likely to prove to the benefit or advantage directly or indirectly of the Club.
- (h) To buy, hire or otherwise obtain furniture, pictures, plate, linen, glass, china, fixtures, household utensils, billiard tables, games, books, papers, machines, tools apparatus, animals and other things required for or which may be of use at or in connection with the Club or its property.
- (i) To maintain, improve, repair or replace the property of the Club whenever necessary or expedient.
- (j) To manage, cultivate, let, sell, exchange or otherwise deal with the property of the Club in such manner and upon such terms as the Company shall deem proper or expedient.
- (k) To buy, make, sell and dispose of to Members of the Club and other persons lawfully using the Club premises all apparatus used in connection with games and sports for the promotion of which the Club is established as aforesaid and refreshments and provisions, liquid and solid.
- (l) To employ servants and workers for the purposes of the Club and the benefit of Members and their friends in connection with games and sports on the Club property and to pay to such servants and workers wages, salaries, gratuities and pensions.
- (m) To hold and arrange lawn tennis tournaments and other tournaments, meetings, competitions and matches and either alone or in conjunction with any other club or association, and to offer and grant or contribute towards the provision of prizes, medals, awards and distinctions.
- (n) To take over, purchase, or otherwise acquire or make or carry into effect any arrangement for joint working, co-operation, union of interests or reciprocal concession with any other club or association, whether

incorporated or not, whose objects are altogether or in part similar to those of the Club or which is formed for the promotion, regulation, or furtherance of the games and sports for the promotion of which the Club is established or which may be beneficial to the Club.

- (o) To join, establish, promote or concur in establishing or promoting and to subscribe to or become a member of and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Club or which is formed for the promotion, regulation, protection or furtherance of the games and sports for the promotion of which the Club is established or which may be beneficial to the Club: Provided that no subscription be paid to any such other association out of the funds of the Club except bona fide in furtherance of the objects of the Club or such games and sports as aforesaid.
 - (p) To borrow or raise money by the issue of Debentures, Debenture Stock (perpetual or terminable), Bonds, mortgages or any other securities founded or based upon all or any of the property of the Club (including uncalled Capital), or without any such security, and upon such terms as to priority or otherwise as the Company shall think fit.
 - (q) To invest the moneys of the Company not immediately required in such manner as the Company may from time to time determine.
 - (r) To accept and take, hold or sell shares of any other club or company likely to promote or advance the interests of this Club.
 - (s) To support and subscribe to any charitable or public object and to pay salaries, honorariums, pensions and gratuities in return for services to the Club.
 - (t) To give, arrange, or promote balls, dances, concerts, dinners and entertainments (musical and otherwise).
 - (u) To draw and accept, and make, and to endorse, discount and negotiate bills of exchange and promissory notes.
 - (v) Generally to do all such things as are incidental or conducive to the attainment of the foregoing objects or any of them.
4. The income and property of the Club, whencesoever derived, shall be applied solely towards the promotion of the objects of the Club 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 Club: Provided that nothing herein shall prevent the payment in good faith of remuneration by way of salary, honorarium, pension or gratuity or otherwise, or to any officer or servant of the Club, or to any Member of the Club or other person in return for any services actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding Ten Pounds per centum per annum on money borrowed from any Member of the Club.

5. The liability of the Members is Limited.
6. Every Member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he is a Member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributions amongst themselves such amount as may be required, not exceeding One Pound.
7. In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities 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 approves sporting or charitable bodies:
 1. A registered charitable organisation.
 2. Another Club which is registered as a Community Amateur Sports Club.
 3. The sports national governing body for use by them for related community sports.
8. True accounts shall be kept of the sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place and for the property, credits, and liabilities of the Club and subject to any restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being, shall be open to the inspection of Members. Once at least in every year the accounts of the Club shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

WE the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum and Association

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS :

THOMAS WRIGHT, 77 Loughborough Road, West Bridgford, Notts, Architect.

ARTHUR GRENVILLE MORRIS, 227 Arkwright Street, Nottingham, Coal Merchant.

ALFRED TOWLSON, 2 Wellington Crescent, West Bridgford, Notts, Cashier

LEONARD SIMS WALKER, 48 Bridgford Road, West Bridgford Notts, Bank Clerk.

VINCENT WILLIAM TRIVETT, 9 Millicent Road, West Bridgford, Notts, Accountant.

HARRY FRECK, 10 Millicent Road, West Bridgford Notts, Cashier

**FREDERICK WILLIAM COX, 28 Bingham Road, Sherwood, Nottingham, Secretary
of Limited Company.**

Dated the 24th day of September 1920

Witnesses to the above Signatures:-

A C FLEWITT,

Solicitor

Nottingham

The Companies Acts, 1908 to 2006
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A CAPITAL DIVIDED INTO SHARES

ARTICLES OF ASSOCIATION
OF
WEST BRIDGFORD LAWN TENNIS CLUB LIMITED

PRELIMINARY

1. The Company shall be styled "WEST BRIDGFORD LAWN TENNIS CLUB LIMITED" and is herein referred to as "the Club".
2. For the purpose of registration the number of the Members of the Club is declared not to exceed two hundred.
3. The Committee hereafter mentioned, may whenever the purposes of the Club require it, register the Club on an increased number.
4. These Articles shall be construed with reference to the provisions of The Companies Acts, 1908 to 1917, so far as they are consistent therewith and terms used in these Articles shall be taken as having the same respective meanings as they have when used in those Acts. These Articles are hereinafter referred to collectively as "these Articles" and they are referred to separately by the term "Article" or "Articles".
5. The Club is established for the purposes expressed in the Memorandum of Association. In these Articles words importing one gender shall be construed as importing any other gender.

MEMBERS

6. The Subscribers to the Memorandum of Association of the Club shall be first Members of the Club; other Members shall be such persons as are admitted to Membership and their names shall be entered in the Register of Members accordingly, and none others shall be Members of the Club. Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; of age, sex or disability except as a necessary consequence of the requirements of Tennis as a particular sport. The Club may refuse membership or expel from membership only for good and sufficient cause

such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to the Club's members and decided by a majority vote.

MANAGEMENT OF CLUB AND POWERS OF COMMITTEE

7. Subject to the provisions contained in these Articles, the management and control of the property, funds and affairs of the Club shall be vested in a Committee, who shall have power to make, alter, add to, or rescind rules and regulations which they shall deem advisable for well being of the Club and such rules and regulations or the alteration or abrogation of them shall be in force until set aside by a General Meeting of the Club, and generally the Committee shall have power to exercise all such powers and do all such acts and things as may be exercised or done by the Club, and are not hereby or by Statute expressly directed or required to be exercised or done by the Club in General Meeting, but subject nevertheless to the provisions of The Companies Acts 1908 to 1917 and of these presents and to any rules from time to time made by the Club in General Meeting, provided that no rule so made shall invalidate any prior act of the Committee which would have been valid if such rule had not been made.
8. Without prejudice to the general powers conferred by Article 7 hereof, the Committee shall have power:
 - (a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Club;
 - (b) To purchase, hire or otherwise acquire for the purposes of the Club any personal property, and to sell, let, mortgage or dispose of the same;
 - (c) To create a Redemption Fund, and to take thereout moneys for the purchase or discharge of all or any of the Debentures, bills of exchange, promissory notes or other obligations or securities of the Club or for any other purpose of the Club and to invest any of the moneys of the Club in the purchase or redemption of any such obligations or securities;
 - (d) To erect, maintain, improve or alter any building for the purposes of the Club and in particular to erect from time to time all such buildings as they may think necessary for the requirements of the Club, and to maintain, improve or alter such buildings;
 - (e) With the consent of a General Meeting to purchase or otherwise acquire any real or leasehold property for the purposes of the Club and with the like

consent to sell or exchange any part of the real or leasehold property of the Club and to give or receive any money for equality or exchange;

- (f) To apply any part of the Capital or income of the Club for or towards the maintenance, insurance, preservation, improvement or management of any property of the Club for the time being or in their occupation as tenants or the paying or redeeming of any mortgage or charge which may at any time exist upon any property of the Club or any debts or liabilities to which the Club may for the time being be liable;
- (g) To adopt any contracts entered into on behalf of the Club;
- (h) To enter into any contracts or take any conveyance or lease in the name of the Club;
- (i) To invest such part of the funds of the Club as shall not be required for the immediate purposes of the Club on such securities and on such terms as they may think fit, and from time to time to vary such investments;
- (j) To enter into such contracts and do all such acts and things as they may think expedient for the purposes of the Club;
- (k) To appoint Committees or Sub-Committees consisting of such Member or Members of their body and to co-opt on such Committees any Member or Members of the Club other than Members of the Committee as they may think fit.

9. Without prejudice to the general powers conferred by Article 7 hereof, it is expressly declared that the following shall be deemed to be Rules and Regulations in relation to the Club within the meaning of that Article; that is to say – Rules and Regulations:

- (a) As to the persons eligible for Membership of the Club;
- (b) As to the conditions on which persons shall be admitted to Membership of the Club;
- (c) As to the cases in which persons shall be entitled to Life Membership of the Club;
- (d) As to the entrance fees (if any) payable in respect of Membership of the Club;
- (e) As to the annual, quarterly or other subscriptions or payments to be payable by the Members of the Club;
- (f) As to Honorary Members and visitors;

- (g) As to the manner in which Membership of the Club, whether for life or otherwise, may be terminated or shall determine;
 - (h) As to the rights and privileges which shall be accorded to the Members of the Club;
 - (i) As to the qualifications, restrictions and conditions which shall be attached to Members of the Club;
 - (j) As to arrangements with any other clubs or associations for reciprocal concession or otherwise;
 - (k) As to Committees of Members in connection with the management of the Club and as to the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of Members of any such Committees;
 - (l) As to suspension of Membership.
10. The Committee may from time to time at their discretion raise or borrow or secure payment of any sum or sums of money for the purposes of the Club.
11. The Committee may raise or secure payment and repayment of such money in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of Debenture Stock of the Club, charged upon all or any part of the property of the Club (both present and future). Any Debenture issued by the Club and any trust deed for securing the same may be in such form and contain such provisions as the Committee think fit and in particular any such Debentures or trust deed may provide that during such period as any of the Debentures remain outstanding that the Club and its Directors may not perform any specified act without the sanction of the trustees or trustee for the time being acting on behalf of the Holders of such Debentures, and that during such period any such trustees or trustee or the Debenture Holders shall have power to appoint a Member or Members of the Committee either in addition to the number of the Committeemen authorised by these Articles or in substitution for any of such Committeemen, and to remove any Member or Members so appointed and that during such period any specified regulations of the Club shall in nowise be altered or infringed without the sanction of the trustees or trustee or the Debenture Holders, and that the Debenture Holders or any of them shall be entitled to attend and vote at General Meetings of the Club or General Meetings for specified purposes, and shall have such number of votes at such Meetings as may be specified and all such provisions shall have

effect and be binding on the Club and its Committee and Members for the time being accordingly.

OFFICERS AND COMMITTEE

12. The officers of the Club shall be a President, Secretary, Match Secretary and Treasurer, all of whom shall be Members of the Club and (save as provided by Article 14) shall be elected annually.
13. The Committee shall be the above-mentioned officers and five other Members of the Club, who (save as provided by Article 14) shall be elected as hereinafter provided. The Committee, other than officers, are hereafter referred to as "ordinary Committeemen."
14. The first officers shall be: President, THOMAS WRIGHT; Secretary, ALFRED TOWLSON; Match Secretary, JOHN ORLANDO HEATHCOTE; and Treasurer, ALFRED CYRIL FLEWITT. And the first ordinary Committeemen shall be: LINARD HENRY COXALL, ARTHUR GRENVILLE MORRIS, VINCENT WILLIAM TRIVETT, LEONARD SIMS WALKER and JACQUES EDMOND ZUMBACH.
15. A General Meeting shall be held within four months of registration of the Memorandum. At the General Meeting in the year 1920 and in every subsequent year the President, Secretary, Match Secretary and Treasurer and the Ordinary Committeemen shall retire from office and the Club shall elect new officers and ordinary Committeemen in their stead in manner hereinafter provided.
16. The officers and ordinary Committeemen shall be elected by ballot at the General Meeting at which their predecessors retire, and the form in which such ballot shall be taken and the result thereof ascertained shall be determined by the Chairman at such Meeting.
17. When there is ballot the officers and the requisite number of ordinary Committeemen whom the scrutineers to be appointed by the Chairman of the Meeting shall certify to have received the largest number of votes shall be deemed to be elected the officers and ordinary Committeemen for the ensuing year.
18. A retiring officer or ordinary Committeeman respectively shall be eligible for re-election as an officer or ordinary Committeeman.
19. Any casual vacancy occurring in such officers or ordinary Committeemen may be filled up from Members of the Club elected by the Committee, and such elections

shall (unless set aside at the next General Meeting) have the same force and effect as if made by the Club in General Meeting.

20. The continuing officers and ordinary Committeemen for the time being may act, notwithstanding any vacancy in their body.
21. The Committee shall (but subject to the provisions of these rules) regulate their mode of procedure, and shall meet at such times and places as they may consider necessary and convenient for the transaction of business. The quorum shall be three.
22. All matters (except the election of Members) not unanimously agreed upon by the Committee shall be decided by a vote of the majority of the officers and ordinary Committeemen present, but in case the votes should be equally divided the Chairman shall have a second or casting vote.
23. The Committee may delegate any of their powers to Sub-Committees consisting of such Member or Members of their body or of the Club as they think fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Committee.
24. An officer or Committeeman shall not be disqualified by his office from entering into contracts, arrangements, or dealings with the Club, nor shall any contract, arrangement or dealing with the Club be voided, nor shall any officer or Committeeman be liable to account to the Club for any profit arising out of any contract, arrangement, or dealing with the Club by reason of such officer or Committeeman being a party to or interested in or deriving profit from any such contract, arrangement or dealing, and being at the same time an officer or Committeeman of the Club, provided that such officer or Committeeman discloses to the Committee at or before the time when such contract, arrangement or dealing is determined upon his interests therein, or if his interest be subsequently acquired provided that he on the first occasion possible discloses to the Committee the fact that he had acquired such interest. But no officer or Committeeman shall vote as a Member of the Committee in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned for the purpose of constituting a quorum of the Committee.

ANNUAL GENERAL MEETING

25. The Annual General Meeting of the Club shall be held at such place and hour and on such day in the month of October in each year as the Committee may from time to time appoint.
26. The Business of the Meeting shall consist of:
 - (1) The consideration and adoption of the accounts and of the financial statement;
 - (2) The election of the officers and an Auditor or Auditors and Vice-Presidents;
 - (3) The election of the ordinary Committeemen;
 - (4) The revision of any rules and regulations for the time being in force;
 - (5) The transaction of all such other business as by Statute and these Articles can be transacted at a General Meeting.
27. No motion or resolution shall be proposed at the Annual General Meeting (except with the consent of the Committee) unless a copy of such motion or resolution shall have been received by the Secretary three days previous to the Meeting.
28. Seven clear days' notice of the Annual General Meeting and of every motion or resolution to be proposed thereat shall be sent to every Member and a similar notice or notices shall be exhibited in the Club House.

SPECIAL GENERAL MEETING

29. The Secretary shall call a Special General Meeting at any time directed by the Committee or on a requisition signed by twenty Members of the Club and stating generally the object of the Meeting. Seven clear days' notice specifying generally the nature of the business to be transacted at any Special General Meeting shall be given by circular to every Member of the Club and no other business shall be taken at such Special General Meeting.
30. If within fourteen days after the delivery of such requisition notices are not issued convening a Special General Meeting in accordance therewith to be held within twenty-one days after such delivery the requisitionists may convene a Special General Meeting for the object stated in their requisition for any day not more than twenty-eight days from the delivery of the requisition.

PROCEEDINGS AT MEETINGS

31. No business shall be transacted at any General Meeting unless a quorum of Members is present when the Meeting proceeds to business. A quorum shall be ten Members.
32. Every Member shall have one vote and no Member shall be entitled to vote at any Meeting unless all moneys due from him to the Club have been paid.
33. If within half an hour from the time appointed for any General Meeting a quorum is not present the Meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned Meeting a quorum is not present it shall be adjourned sine die.
34. The President (if any) shall preside as Chairman at every General Meeting of the Club and at every Committee Meeting. If the President be not present within five minutes after the time appointed for holding the Meeting a Chairman shall be chosen from among the Members present.
35. The Chairman may, with the consent of the Meeting, adjourn any Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
36. At any Meeting (unless being a General Meeting a poll is demanded by at least ten Members) a declaration by the Chairman that a resolution has been carried and an entry to that effect in the Minute Book of the Club, signed by the Chairman of the next succeeding Meeting, shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
37. If at any General Meeting a poll is demanded by ten or more Members it shall be taken in such manner as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Club. In the case of an equality of votes the Chairman shall be entitled to a second or casting vote.

MINUTES

38. Minutes shall be kept of the proceedings of every Meeting of the Club and of every Meeting of the Committee in a book or books to be kept for that purpose and they

shall, if confirmed, be signed by the Chairman of the General or Committee Meeting next following respectively.

FINANCE AND ACCOUNTS

39. The financial year of the Club shall begin on the 1st day of October in each year.
40. One or more Auditors (who shall not be Members of the Committee) shall be chosen annually at the Annual General Meeting and shall be eligible for re-election. Any casual vacancy occurring in the post of Auditor may be filled up for the current year by the Committee.
41. The Treasurer shall receive all moneys owing to the Club, and shall prepare and submit to the Annual General Meeting a balance sheet containing an account of the receipts and expenditure during the preceding financial year and a statement of the financial position of the Club, duly audited and attested by the Club Auditor or Auditors.

SEAL

42. The Seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Committee and in the presence of at least two Members of the Committee and of the Secretary or such other person as the Committee may appoint for the purpose and those two persons and Secretary or other person shall sign every instrument to which the Seal of the Company is so affixed in their presence.

NOTICES

43. A notice may be served by the Club upon any Member either personally or by sending it prepaid through the post, addressed to such Member at his registered address.
44. No Member shall be entitled to have a notice served on him at any address not within the United Kingdom. Any Member not having a registered address within the United Kingdom shall be deemed to have received in due course any notice which shall have been displayed in the Club's Office and shall remain there for the space of forty-eight hours, and such notice shall be deemed to have been received by such Member at the expiration of twenty-four hours from the time when it shall have been so first displayed.

45. Any notice if served by post shall be deemed to have been served twenty-four hours after the letter containing the same shall have been posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

THOMAS WRIGHT, 77 Loughborough Road, West Bridgford, Notts, Architect.

ARTHUR GRENVILLE MORRIS, 277 Arkwright Street, Nottingham, Coal Merchant.

ALFRED TOWLSON, 2 Wellington Crescent, West Bridgford, Notts, Cashier.

LEONARD SIMS WALKER, 48 Bridgford Road, West Bridgford, Notts, Bank Clerk.

VINCENT WILLIAM TRIVETT, 9 Millicent Road, West Bridgford, Notts, Accountant.

HARRY FRECK, 10 Millicent Road, West Bridgford, Notts, Cashier.

FREDERICK WILLIAM COX, 28 Bingham Road, Sherwood, Nottingham, Secretary of Limited Company.

Dated this 24th day of September, 1920

Witnesses to the above Signatures:-

**A C FLEWITT,
SOLICITOR,
NOTTINGHAM**

