

COMPANIES ACTS 2006
A COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
YORKSHIRE TENNIS LTD

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Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF YORKSHIRE TENNIS LTD

1. NAME

The name of the Company is Yorkshire Tennis Ltd.

2. LIMITED LIABILITY

The liability of the Members is limited.

3. GUARANTEE

Every Member promises, if the Company is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company while he or she was a Member.

4. OBJECTS

The Objects for which the Company are established are:

- 4.1 to represent the interests of LTA registered County clubs in advancing and safeguarding the interests of the Game in the County, to promote increase in participation at all levels of the Game in the County and generally to do all such acts, matters, and things in connection with or incidental thereto;
- 4.2 to advance and safeguard the interests of players of the Game and at all levels within the County and to work with the LTA in furthering the tennis career of any person or persons of any age ordinarily resident in the County within the reasonable limits of its ability and its finances to so do;
- 4.3 to promote, arrange and regulate inter-county matches, County championships, tournaments, inter-club and county competitions and junior activities at all levels and age groups and to select teams for inter-county matches and competitions and generally do all such acts, matters and things in connection with, or incidental thereto;
- 4.4 to do all other such things as the Directors think fit to further the interests of the Company in accordance with these objects.

5. NOT-FOR-PROFIT STATUS

In accordance with the Articles, the Company is not established for private gain and any surplus or assets are used to further the Objects.

6. POWERS

The Company has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so, including (but not limited to) the following powers:

- 6.1 To raise, seek, and apply for funds, and to receive donations, endowments, sponsorship fees, subscriptions and legacies from persons and organisations who wish to promote the Company's objects;
- 6.2 To borrow money and give security for loans.
- 6.3 To acquire or hire property of any kind.
- 6.4 To let or dispose of property of any kind.
- 6.5 To make grants or loans of money and to give guarantees.
- 6.6 To promote or carry out research.
- 6.7 To provide advice.
- 6.8 To publish or distribute information.
- 6.9 To co-operate with other bodies.
- 6.10 To support, administer or set up other companies, including charities.
- 6.11 To set aside funds for special purposes or as reserves against future expenditure.
- 6.12 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Directors consider necessary having regard to the suitability of investments and the need for diversification).
- 6.13 To delegate the management of investments to a Financial Expert, but only on the following terms:
 - 6.13.1 the investment policy is set down in writing for the Financial Expert by the Directors;
 - 6.13.2 every transaction is reported regularly to the Directors;

- 6.13.3 the performance of the investments is reviewed regularly with the Directors;
- 6.13.4 the Directors are entitled to cancel the delegation arrangement at any time;
- 6.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 6.13.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Directors on receipt; and
- 6.13.7 the Financial Expert must not do anything outside the powers of the Directors.
- 6.14 To arrange for investments or other property of the Company to be held in the name of a Nominee Company acting under the control of the Directors or of a Financial Expert acting under their instructions, and to pay any reasonable fee required.
- 6.15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required.
- 6.16 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.
- 6.17 To pay for Indemnity Insurance for the Directors.
- 6.18 Subject to article 12, to employ paid or unpaid agents, staff or advisers.
- 6.19 To enter into contracts to provide services to or on behalf of other bodies.
- 6.20 To establish or acquire subsidiary companies to assist or act as agents for the Company.
- 6.21 To acquire, merge with or enter into any partnership or joint venture arrangement with any other company formed for any of the Objects.
- 6.22 To pay the costs of forming the Company.
- 6.23 To do anything else within the law which promotes or helps to promote the Objects.

7. MEMBERSHIP

- 7.1 The Company must maintain a register of Members.
- 7.2 The subscribers to the Memorandum are the first Members of the Company.
- 7.3 Any person who is appointed as a Director will automatically, by virtue of that appointment, become a Member. No person other than a Director may be admitted as a Member.
- 7.4 Membership is terminated if the Member concerned:
 - 7.4.1 ceases to be a Director;
 - 7.4.2 gives written notice of resignation to the Company;
 - 7.4.3 dies, or in the case of an organisation ceases to exist; or
 - 7.4.4 is removed from Membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued Membership is not in the interests of the Company. The Directors may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice.
- 7.5 Membership of the Company is not transferable.

Associate Members

- 7.6 Associate Membership is open to any individual or organisation interested in promoting the Objects who/which:
 - 7.6.1 in the case of an organisation: is either properly registered with the LTA (including payment of the LTA annual registration payment) or has paid the annual registration payment determined by the Directors; is based within the County; and provides organised tennis opportunities to the satisfaction of the Directors;
 - 7.6.2 applies to the Company in the form required by the Directors; and
 - 7.6.3 is approved by the Directors.
- 7.7 If a dispute arises as to whether an individual or organisation qualifies to be admitted as an Associate Member, the Directors shall formally consider the matter and their decision shall be final.

- 7.8 Associate Members shall not be Members of the Company and shall not have the right to vote at a general meeting
- 7.9 Associate Membership is automatically terminated if the Associate Member concerned:
- 7.9.1 gives written notice of resignation to the Company;
 - 7.9.2 dies, or in the case of an organisation, ceases to exist; or
 - 7.9.3 is more than six months in arrears in paying a relevant subscription, if any (but in such case the Directors may resolve to reinstate the Associate Member on payment of the amount due); or
 - 7.9.4 is removed from Associate Membership by resolution of the Directors on the grounds that in their reasonable opinion the Associate Member's continued Membership is harmful to the Company.
- 7.10 Associate Membership is not transferable.

8. GENERAL MEETINGS

- 8.1 A meeting may be called at any time by the Directors and must be called within 28 clear days of a written request from at least one third of the Members or two thirds of the Associate Members. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 8.2 Subject to article 7.8, Associate Members may attend general meetings and must be given reasonable notice (in a manner agreed by the Directors) of the intention to hold such a meeting, including the date, time, venue, and purpose.
- 8.3 Members are entitled to attend meetings either personally or by proxy or by suitable means agreed by the Directors in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.
- 8.4 There is a quorum at a meeting if the number of Members present in person or by proxy is at least four. However, if, on incorporation, the Company has only one Member, that Member in person or by proxy will be a quorum.
- 8.5 The Chair or (if the Chair is unable or unwilling to do so) some other Member elected by those present presides at a meeting.
- 8.6 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast.

- 8.7 Every Member present in person or through an authorised representative or by proxy has one vote on each issue.
- 8.8 A written resolution signed by a majority of those entitled to vote at a meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at that meeting, provided it is passed in accordance with part 13, Chapter 2 of the Companies Act 2006. The written resolution may be set out in more than one counterpart.
- 8.9 The Company may, but shall not be required to, hold an AGM in any year.

9. THE DIRECTORS

- 9.1 The Directors have control of the Company and its property and funds.

Number of Directors

- 9.2 The Directors shall consist of at least five and not more than twelve individuals, including a Chair and a Finance Director. If the number of Directors shall fall below five, the remaining Directors may act to appoint further Directors as required.

Appointment of Directors

- 9.3 The people named as directors on form IN01 are the first Directors ("**first Directors**"). Subject to article 9.2, subsequent Directors are to be appointed by the Directors.

Terms of office

- 9.4 The first Directors shall agree amongst themselves the terms of office of the first Directors.
- 9.5 Other than the first Directors, Directors shall be appointed for terms of 3 years, unless otherwise agreed by the Directors in writing.
- 9.6 A Director who has served their term must retire at the next Annual Directors' Meeting.
- 9.7 A retiring Director who remains qualified may be reappointed for a maximum of three consecutive terms of office. After three consecutive terms of office, a retiring Director shall only be eligible to be reappointed after an interval of four years.
- 9.8 Subject to article 9.2, the Directors may at any time appoint any individual who is qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director ("**Co-opted**

Director), but a Co-opted Director holds office only until the next Annual Directors' Meeting and there may only be a maximum of two Co-opted Directors at any time.

Retirement and removal of Directors

- 9.9 A Director's term of office automatically terminates if he or she:
- 9.9.1 is prohibited by law from being a director of a company;
 - 9.9.2 is, in the reasonable opinion of the other Directors, at any time incapable, whether mentally or physically, of managing his or her own affairs;
 - 9.9.3 is absent from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
 - 9.9.4 ceases to be a Member;
 - 9.9.5 resigns by written notice to the Directors (but only if at least two Directors will remain in office); or
 - 9.9.6 is removed by a resolution of the Members present and voting at a General Meeting (but only if at least four Directors will remain in office) after the meeting has invited the views of the Director concerned and considered the matter in light of any such views.
- 9.10 A procedural defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

10. DIRECTORS' PROCEEDINGS

- 10.1 The Directors must hold at least two meetings each year. The Directors shall designate one meeting of Directors each year as the "**Annual Directors' Meeting**". At an Annual Directors' Meeting the Directors may:
- 10.1.1 appoint Directors;
 - 10.1.2 accept the retirement of those Directors who wish to retire; and/or
 - 10.1.3 conduct any other business they see fit.
- 10.2 A quorum at a meeting of the Directors is four.
- 10.3 A meeting of the Directors may be held either in person or by suitable means agreed by the Directors in which all participants may communicate with all the other participants.

- 10.4 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 10.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by a majority of the Directors is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 10.6 Except for the Chair of the meeting, who has a casting vote, every Director has one vote on each issue.
- 10.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11. DIRECTORS' POWERS

The Directors have the following powers in the administration of the Company:

- 11.1 To appoint (and remove) any person, who may, or may not, be a Member and who may be a Director to act as Secretary in accordance with the Companies Acts.
- 11.2 To appoint a Chair and Financial Director from among their number.
- 11.3 To delegate any of their functions to committees to be determined by the Chair and consisting of two or more individuals appointed by the Directors. At least one member of every committee must be a Director and all proceedings of committees must be reported regularly to the Directors.
- 11.4 To make Rules consistent with the Articles and the Companies Acts to govern the administration and governance of the Company.
- 11.5 To establish procedures to assist the resolution of disputes or differences within the Company.
- 11.6 To exercise any powers of the Company which are not reserved to a meeting of the Members.

12. BENEFITS TO MEMBERS AND DIRECTORS

- 12.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members, and shall not be transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to any Director of the Company, provided that nothing shall prevent any payment in good faith by the Company:

- 12.1.1 as repayment of reasonable out-of-pocket expenses incurred by any Director whilst acting on behalf of the Company;
- 12.1.2 of interest, at a reasonable rate, on money lent to the Company; and/or
- 12.1.3 of reasonable rent or hiring fee for property or equipment let or hired by any Director to the Company.

13. CONFLICTS OF INTEREST

- 13.1 Directors must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Directors or a committee, a Conflicted Director must comply with the procedure set out in article 13.2.
- 13.2 Where article 13.1 applies, a Director must:
 - 13.2.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 13.2.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 13.2.3 not be counted in the quorum for that part of the meeting; and
 - 13.2.4 have no vote on the matter and be absent during the vote if so requested by the other Directors.
- 13.3 Subject to article 12, if a Conflict of Interest matter is proposed to the Directors, the Unconflicted Directors or the Members (whether or not that includes any Conflicted Director) may agree to:
 - 13.3.1 authorise that matter; or
 - 13.3.2 authorise a Conflicted Director to act in their ordinary capacity as a Director and carry out all their duties and powers as a Director in relation to that matter.
- 13.4 Where the Unconflicted Directors consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Director must comply with the procedure set out in article 13.2.
- 13.5 A Director shall not be accountable to the Company for any benefit derived from any matter, office, employment or position which has been allowed in accordance with article 13.3.

14. RECORDS AND ACCOUNTS

- 14.1 The Directors must comply with the requirements of the Companies Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
- 14.1.1 annual returns;
 - 14.1.2 annual reports; and
 - 14.1.3 annual statements of account.
- 14.2 The Directors must keep proper records of:
- 14.2.1 all proceedings at Member meetings;
 - 14.2.2 all proceedings at meetings of the Directors;
 - 14.2.3 all reports of committees; and
 - 14.2.4 all professional advice obtained.
- 14.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours.
- 14.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs.

15. NOTICES

- 15.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any journal distributed by the Company.
- 15.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 15.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 15.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 15.3.2 two clear days after being sent by first class post to that address;
 - 15.3.3 three clear days after being sent by second class or overseas post to that address;

15.3.4 on the date of publication of a newspaper containing the notice;

15.3.5 on being handed to the Member personally; or, if earlier,

15.3.6 as soon as the Member acknowledges actual receipt.

15.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

16. AMENDMENTS

16.1 Subject to article 17, the Members may amend the Articles by Special Resolution.

16.2 The Secretary (if any) or the Directors must send the amended Articles and a copy of the signed Special Resolution (or a signed print of the Special Resolution) to Companies House within 15 days of the Special Resolution being passed by the Members.

16.3 When amending the objects, the Secretary (if any) or the Directors must file any relevant forms at Companies House at the same time as filing the copy of the Special Resolution and amended Articles.

17. ENTRENCHMENT

Articles 12, 17, and 18 are entrenched in accordance with the Companies Acts and any alteration of such articles requires the approval of 100% of the Members.

18. DISSOLUTION

18.1 The Members may at any time before, and in expectation of, the Company's dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

18.1.1 directly for the Objects; or

18.1.2 by transfer to any not-for-profit body or bodies for purposes similar to the Objects.

18.2 Subject to any such resolution of the Members, the Directors may at any time before, and in expectation of, the Company's dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Company be applied or transferred:

18.2.1 directly for the Objects; or

18.2.2 by transfer to any not-for-profit body or bodies for purposes similar to the Objects.

18.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Members (except to a Member that is itself a not-for-profit body).

19. MODEL ARTICLES

The Model Articles are excluded and do not apply to the Company.

20. INTERPRETATION

In the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Company;

‘the Articles’ means the Company’s articles of association;

‘Associate Member’ means any individual and/or organisation admitted by the Directors as an informal, non-voting, member of the Company in accordance with Article 7.6, and who/which agrees as a condition of Associate Membership to be bound by, and subject to, the Articles and Rules of the Company, the LTA Rules and the LTA Disciplinary Code;

‘Chair’ means the chair of the Directors;

‘the Company’ means the company governed by the Articles;

‘the County’ means the County of Yorkshire, England;

‘clear day’ in relation to a period of notice means a period excluding:

(a) the day on which the notice is given or deemed to be given;
and

(b) the day of the meeting of other event;

‘the Companies Acts’ means the Companies Acts (as defined in section 2 of the Companies Act 2006);

‘Conflict of Interest’ includes a conflict of interest and duty and a conflict of duties;

‘Conflicted Director’ means any Director who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors;

‘Custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘Financial Expert’ means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Company’s financial year;

‘Firm’ includes a limited liability partnership and company;

‘Game’ means the games of tennis and padel, in all their forms;

‘Indemnity Insurance’ means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘the LTA’ means the Lawn Tennis Association (the governing body of tennis within Great Britain, Channel Islands and the Isle of Man) of the National Tennis Centre, 100 Priory Lane, Roehampton, London, SW19 5JQ and its subsidiaries or such successor, entity or entities as become(s) the governing body of the game of tennis within Great Britain, Channel Islands and the Isle of Man from time to time;

‘LTA Rules’ means the rules of the LTA in force from time to time;

‘Member’ and ‘Membership’ refer to company Membership of the Company;

‘Memorandum’ means the Company’s Memorandum of Association;

‘Model Articles’ means the model articles contained in schedule 2 of the Companies (Model Articles) Regulations 2008;

‘month’ means calendar month;

‘Nominee Company’ means a corporate body registered or having an established place of business in England and Wales;

‘the Objects’ means the Objects of the Company as defined in article 4;

‘present’ includes electronically;

‘Rules’ means the governing document described as the “Rules” of the Company as in force from time to time;

‘Secretary’ means the company secretary of the Company (if any);

‘Special Resolution’ means a resolution of the Members which requires a majority of not less than 75% of the eligible Members in accordance with the Companies Acts for it to be passed

‘Director’ means a director of the Company and ‘Directors’ means the directors;

‘Unconflicted Director’ means any Director who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors;

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message or in electronic format;

‘year’ means calendar year.

- 20.1 Expressions defined in the Companies Acts have the same meaning.
- 20.2 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 20.3 In the event of any inconsistency or conflict between the terms of the Articles and the Rules, the Articles will prevail.