

THE COMPANIES ACTS, 1948-1985

COMPANY LIMITED BY GUARANTEE NOT HAVING A
CAPITAL DIVIDED INTO SHARES

MEMORANDUM OF ASSOCIATION
OF

THE HESWALL LAWN TENNIS CLUB LIMITED

1. The name of the company is **"The Heswall Lawn Tennis Club Limited."**
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
 - (a) To execute with or without modification and carry into effect an Agreement with John Stanway Johnson of 7 Tithebarn Street in the City of Liverpool, and subsequently with Guild Appleton & Co. of Princes Buildings, 81, Dale Street, Liverpool acting as Liquidator of The Heswall Lawn Tennis Club Limited for the acquisition of the freehold buildings tools implements and equipment and all other assets and liabilities of the said Heswall Lawn Tennis Club Limited.
 - (b) To maintain and conduct a club of a non-political character for the encouragement of tennis and other athletic sports and pastimes and for the encouragement of social intercourse between members of the Company and their friends.
 - (c) To provide tennis courts and grounds at Heswall or elsewhere and to lay out, prepare and maintain the same for tennis and other purposes of the Company, and to furnish maintain and equip the same with all the conveniences reasonably required or desired by members of the Company including club-houses, pavilions, lavatories, kitchens, refreshment rooms, bathrooms, workshops, sheds and car parks, and to permit the same, and the property of the Company, to be used by members and employees of the Company and other persons either gratuitously or for payment, and generally to afford to all members all the usual privileges, advantages, conveniences and accommodation of a Club.
 - (d) To purchase, hire, make or provide and maintain all kinds of horses, live stock, furniture, implements, tools, utensils, plate, glass, linen, books, papers, periodicals, stationery, cards, games and other things required or which may be conveniently used in connection with the lawns and grounds, club -houses and other premises of the Company by persons frequenting the same, whether members of the Company or not.
 - (e) To manage the said Company and to cater for members of such Company or other persons frequenting the premises and to buy, prepare, make, supply, sell and deal in all kinds of tennis racquets and balls, and all apparatus used in connection with the game of tennis and other athletic sports and pastimes and all kinds of liquors provisions and refreshments required or used by members of the Company or other persons frequenting the lawns, club houses or premises of the Company.
 - (f) To collect and receive an aggregate sum or sums from the members of the Company or entrance fees or subscriptions or contributions from the individual members or any of them by way of consideration for the advantages offered to the members of such Company and from other persons frequenting the courts grounds and premises of the Company.

- (g) To purchase, to take on lease or in exchange, or otherwise acquire any lands, buildings, easements, rights of common, or property real or personal, which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Company, and to sell, demise, mortgage, give in exchange, or dispose of the same.
- (h) To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay to them and to other persons in return for services rendered to the Company salaries, wages, gratuities and pensions.
- (i) To promote and hold, either alone or jointly with any other association club or persons, tennis meetings, competitions and matches, and to offer, give or contribute towards prizes, medals and awards, and to promote, give or support dinners, balls, concerts, social gatherings and other entertainments.
- (j) To establish, promote, or assist in establishing or promoting and to subscribe to or guarantee or become a member of any other association or club whose objects are similar, or in part similar, to the objects of the Company, or the establishment or promotion of which may be beneficial to this Company: Provided that no subscription be paid or guarantee given to any other such association or club out of the funds of the Company, except *bona fide* in furtherance of the objects of the Company.
- (k) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (l) To borrow or raise, and give security for money by the issue of, or upon bonds, debentures, promissory notes, or other obligations or securities of the Company or by mortgage or charge of all or any part of the property of the Company.
- (m) To sell exchange demise underlet or otherwise dispose of the land, property or rights of the Company for such considerations other than acquisitions of shares, debentures or securities of any other Company as the Company may think fit.
- (n) To support and subscribe to any charitable, benevolent or public body and any institution society or club to give charitable aid to any person who may have served the Company or to the wife, widow, children or other relatives of such persons; to make payments towards insurance, and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (o) To act as trustees for the members of the Company and as such trustees to receive and hold money in trust for them and therewith to purchase hold in trust for and supply to the members of the Company intoxicating liquors wines and spirits, tobacco, cigars and cigarettes and other things.
- (p) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

AND IT IS HEREBY DECLARED that the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph, be in no wise limited or restricted by reference or inference from the terms of any other paragraph or the name of the Company.

- 4. The liabilities of the members is limited.
- 5. Every member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up while he or she is a member or within one year afterwards for payment of the debts or liabilities of the Company contracted before he or she ceases to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding twenty-five pence.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

JOHN ROBERT LESLIE WOODRUFF,
"Barncroft", Chester Road, Gayton, Cheshire,

Bank Manager

JOHN REES WHITE,
"Silverhill," Gayton Lane, Cheshire,

Stockbroker

ALBERT MOUNSEY COLTART,
"Dunmail," Brimstage Road, Heswall, Cheshire,

Grain Merchant

WILLIAM JAMES MYERS,
235, Pensby Road, Barnston, Cheshire.

DORIS BOXWELL,
Corner House, Quarry Road, Heswall, Cheshire,

Spinster

JOHN SULLIVAN
1, Croftsway, Heswall, Cheshire,

Technical Assistant

FLORENCE MARY AMELIA SULLIVAN,
1, Croftsway, Heswall, Cheshire,

Married Woman

Dated the 20th of January, 1953

Witness to all the above signatures -

F. LESLIE ELSWORTH
13, Castle Street, Liverpool 2,

Solicitor

THE COMPANIES ACTS, 1948
COMPANY LIMITED BY GUARANTEE NOT HAVING
A CAPITAL DIVIDED INTO SHARES

ARTICLES OF ASSOCIATION¹
OF
THE HESWALL LAWN TENNIS CLUB LIMITED

1. In these Articles:

"the Act" means the Companies Act 1948.

"the seal" means the common seal of the Company.

"secretary" means any person appointed to perform the duties of the secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland.

"the committee" means the Board of Directors of the Company for the time being.

Expressions referring to writing shall unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. The number of members with which the Company proposes to be registered is 300 but the Committee may from time to time register an increase in numbers.

3. Every lawn tennis player shall be qualified to be elected a member of the Company.²

4. The first members of the Company shall be:

(a) The signatories to the Memorandum of Association and these Articles.

(b) Every person who has paid an entrance fee to and at the date of the incorporation of the Company held a share in the Heswall Lawn Tennis Club Limited referred to in paragraph 3(a) of the said Memorandum of Association.

¹ Including all amendments up to, and including, those approved at the Annual General Meetings held on 21st February 2001 and 25th February 2004.

² Amended by the deletion of the word "amateur" following the word "Every" by special resolution on 21st February 2001

ELECTION OF MEMBERS

5. [Deleted]³
5a. [Deleted]
5b. [Deleted]
6. No newly elected member shall enjoy any of the privileges of membership until his or her entrance fee (if applicable) and first year's subscription have been paid.⁴
7. ⁵The Committee shall have the power at their discretion to admit members of the following classes, who may on election be required to pay an entrance fee which will have been decided by the Company in General Meeting.
- (a) Full Playing adult member (over 25)
 - (b) Country member
 - (c) Young adult member (over 18 and under 25)
 - (d) Junior member (over 12 and under 18)
 - (e) Junior member (over 8 and under 12)
 - (f) Junior member (under 8)
 - (g) Non-playing (social) member

(Ages are taken at April 1st)

Rates of subscription shall be decided by the Company in General Meeting.

8. All annual subscriptions shall become due and payable on the date following the Annual General Meeting each year and members shall not be entitled to vote at any meeting of the Company without having previously paid their subscriptions or any sums due by them to the Company. A member competing for any prize in any tournament organised by the Company without having first paid his or her Annual Subscription or any other moneys due to the Company shall be disqualified. The names of members who have not paid their Annual Subscriptions by the 1st April in any year may be posted in the Club-House.
9. Any member residing abroad for the whole of any tennis season shall not be liable for the payment of his or her subscriptions for that season but shall nevertheless continue to be a member of the Company. No refunds shall be given if members leave before the end of the year.

JUNIOR MEMBERS

10. The Committee shall have power to admit any person under the age of 18 years on the first day of April in any year being either a child or brother or sister of a member of the Company to use and enjoy in common with the members of the Company the courts and premises of the Company upon such terms and conditions as the Committee may, at their discretion, from time to time decide. The Committee may also admit any person under the age of 18 years who is not such a relation of a member as aforesaid as a junior member. Junior Member rates of subscription shall be decided by the Company in General Meeting.

LIFE MEMBERS

11. On the recommendation of the Committee any person being a member of the Company may at any General Meeting be elected an Honorary Life Member of the Company without any further payment annual or otherwise.⁶

³ Articles 5, 5a and 5b relating to membership applications were deleted at the AGM, 26th February 2020 since they were irrelevant.

⁴ Amended by special resolution on 21st February 2001.

⁵ This Article was substituted for the prior version on 26th February 2020.

⁶ Amended by the deletion of [On application any Member of the Company may, on the payment of nine times the current Full Member rate, elect to become a Life Member of the Club.] at the AGM, 26th February 2020

SENIOR CITIZENS

11a [Deleted]⁷

RESIGNATION AND EXPLUSION

12. Any Member wishing to resign his or her membership of the Company shall give notice in writing of his or her intention which must reach the Secretary on or before the 31st March, otherwise he or she shall be liable to pay the subscription for the next year.
13. Any Member whose Annual Subscription is unpaid on the 30th April in any year shall at the discretion of the Committee cease to be a member of the Company.
14. If any member shall wilfully neglect or refuse to comply with the provisions of the Memorandum and these Articles or any bye-laws for the time being in force or shall be guilty of conduct unworthy of a gentleman or lady or likely to be injurious to the Company such member may be liable to expulsion by a special resolution passed at any General Meeting of the Company provided that at least one week before notice of such meeting is delivered to members he shall have had notice thereof and have been given an opportunity of giving to the Committee any explanation or defence he or she may think fit. A member expelled under this article shall forfeit all right in a claim upon the Company and its property.

VISITORS AND GUESTS

15. The Committee may from time to time establish by-laws for the terms on which visitors and guests of members may use the facilities of the Club and participate in club tournaments and other activities of the Club. The powers of the Committee shall include the power to decide any; fees payable by visitors and guests, provided that Visitors and Guests residing within 30 miles from the Club- House may only be introduced by Members as Temporary Members on 3 days in one year. Temporary Playing Members shall not be eligible to compete in any Open event in Club Tournaments.
16. [Deleted]⁸
17. [Deleted]

GENERAL MEETINGS

18. The Company shall not later than the 30th April in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it. Subject as aforesaid the Annual General Meeting shall be held at such time and place as the Committee may appoint. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
19. The Committee may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on the requisition in writing of at least twelve members of the Company who shall state the object of such meeting.

If at any time there are not within the United Kingdom sufficient members of the Committee capable of acting to form a quorum any member of the Committee or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly possible as that in which meetings may be convened by the Committee.

⁷ Article 11a relating to reduced rates for senior citizens was deleted at the AGM, 26th February 2020.

⁸ Articles 16 & 17, also relating to Visitors and Guests, were deleted at the AGM, February 21st 2001, since they will be covered in the relevant by-laws. The numbering of succeeding Articles was not changed.

20. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty one days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place the day and the hour of meeting and in case of special business the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are under the Articles of the Company entitled to receive such notices from the Company, provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than the specified in this Article be deemed to have been called if it is so agreed -
- (a) in the case of a meeting called as the Annual General Meeting by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting being a majority together representing not less than ninety-five per cent. of the total voting rights at the meeting of all members.
21. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business, save as herein otherwise provided five members present in person shall be a quorum.
22. If within half an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Committee may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
23. The President shall preside as Chairman at every General Meeting of the Company or if he shall not be present the Vice-President or if neither shall be present within 15 minutes after the time appointed for holding the meeting or if either of them is for any reason unwilling to act the members of the Committee present shall elect one of their number to be Chairman of the meeting.
24. At any General Meeting a resolution put to the vote of the meeting shall except as provided by Article 34 be decided on a show of hands unless a poll or ballot is demanded.
- (a) by the Chairman, or
 - (b) by at least three members present in person or by proxy.
- If a poll or ballot is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll or ballot shall be deemed to be the resolution of the meeting at which it was demanded.
25. In the case of an equality of votes whether on a show of hands or on a poll or ballot the Chairman of the meeting shall be entitled to a second or casting vote.
26. Each Life Member, Full Playing Member, Country Member, Member aged 18-25⁹, and each Member of the Committee who is not a Full Playing Member (but no other member) shall have one vote which shall be given in person. (Except the Chairman of the Meeting, See Article 25).

⁹ "Members 60 years of age or over" deleted at the AGM on 26th February 2020.

MANAGEMENT

27. The management of the Company shall be vested in a Committee who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the act or by the Articles required to be exercised by the Company in General Meeting.
28. The Committee shall have power from time to time to make alter or repeal all such bye-laws as they may deem necessary or expedient for the proper conduct and management of the Company and shall adopt such measures as they deem sufficient to bring the same to notice of members, and all such bye-laws so long as they are in force shall be binding on all members of the Company, provided that no bye-law shall be inconsistent with or shall effect to alter or repeal anything contained in the Memorandum or Articles of Association of the Company and that any bye-law may be set aside by a special resolution of a General Meeting of the Company.
29. The Committee may from time to time delegate any of their powers to such Sub-Committees or Committees consisting of one or more of its members as they shall think fit.
30. The Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party provided that the Committee shall not without the sanction of a General Meeting of the Company demise underlet exchange sell or otherwise dispose of all or any part of the lands buildings or property of the Company.

Any member who has given a personal guarantee in respect of any loan to the Club whether secured or unsecured shall so far as is reasonably practicable be consulted on any matter of finance or policy so far as it may affect such guarantees.

OFFICERS AND COMMITTEE

31. The Committee shall consist of a President, a Vice-President, a Treasurer, a Secretary, and other named officers which shall be decided by the members of the Company in General Meeting, elected as herein provided.
32. The Officers of the Company shall be members of the Company who shall be elected at the Annual General Meeting of the Company and shall hold office for one year only, but shall be eligible for re-election at the same or any other General Meeting of the Company. None of the Officers shall receive any remuneration for his or her services, but nothing herein contained shall be deemed to prohibit the payment by the Company of any sum to any Member of the Committee for clerical or other expenses.
33. [Deleted]¹⁰

COMMITTEE OF THE COMPANY

34. The election of the members of the Committee shall take place at the Annual General Meeting of the Company. Nominations for office must be received by the Secretary in writing, proposed and seconded by members of the Company, and countersigned by the person nominated seven days before the Annual General Meeting at which he or she proposes to stand for office. Where more than one nomination is received for the same Committee position election shall be by ballot.

¹⁰ Article 33, listing the first Officers of the Club, was deleted at the AGM, February 21st, 2001. The numbering of succeeding Articles was not changed.

35. All casual vacancies arising among the Officers or members of the Committee shall be filled by the Committee. Any member of the Company so chosen shall retire at the following Annual General Meeting but shall be eligible as a candidate for election as a member of the Committee at such Annual General Meeting.
36. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts or moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Committee shall from time to time by resolution determine.
37. Questions arising at any meeting of the Committee or any Sub-Committee thereof shall be decided by a majority of votes of those present and in the case of an equality of votes the Chairman shall have a second or casting vote.
38. The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and unless so fixed shall be five.

THE SEAL

39. The Committee shall provide for the safe custody of the Seal which shall only be used by the authority of the Committee or of a Sub-Committee consisting of members of the Committee specially authorised by the Committee in that behalf and every instrument to which the Seal shall be affixed shall be signed by either the President or Vice-President and shall be countersigned by the Secretary or by another member of the Committee appointed by the Committee for that purpose.

ACCOUNTS

40. The Committee shall cause proper books of account to be kept with respect to:
 - (a) all sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure takes place
 - (b) all sales and purchases of goods by the Company and
 - (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

41. The books of account shall be kept at the Registered Office of the Company or subject to Section 147(3) of the Act at such other place or places as the Committee think fit and shall always be open to the inspection by ordinary members.
42. The Committee shall from time to time in accordance with Sections 148, 150 and 157 of the act cause to be prepared and to be laid before the Company in General

Meeting such Profit and Loss Accounts, Balance Sheets, Group Accounts (if any) and reports as are referred to in those Sections.

43. A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the Auditors Report shall not less than twenty-one days before the date of the meeting be sent to every member of and every holder of debentures of the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

44. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Act.

NOTICES

45. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:
- (a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them.
 - (b) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meeting.