

**The Companies Act 1985**

**Company limited by Guarantee and not having a Share Capital**

**MEMORANDUM OF ASSOCIATION  
OF  
HASLEMERE LAWN TENNIS CLUB LTD**

- 1 The Company's name shall be **Haslemere Lawn Tennis Club Ltd** ("the Company").
- 2 The registered office of the Company shall be situated in England and Wales.
- 3 The main purposes and further objects of the Company shall be:
  - (a) The main purposes of the club are to provide facilities for and to promote participation in the amateur sport of tennis in Haslemere and the surrounding area
  - (b) to acquire the property, assets, liabilities and undertaking of the unincorporated body and/or association known as Haslemere Lawn Tennis Club pursuant to the resolution passed at the 2005 Annual General Meeting of such body and/or association and in general to carry on the business of running and administering a lawn tennis club in Haslemere, Surrey;
  - (c) to affiliate to Tennis Surrey and to the LTA and to comply with and uphold their rules and regulations and the rules and regulations of any other body to which it is necessary or expedient to be affiliated in order to pursue the Company's objects;
  - (d) subject to the rules of Tennis Surrey and of the LTA to make, amend, revoke and enforce rules and regulations for the running of a lawn tennis club including the administration of membership, control and governance of the playing of the game of lawn tennis (hereinafter "the Game") and for the disciplining of playing members, officials, coaches and others involved within the Game;
  - (e) to promote, arrange, manage and regulate tournaments and matches at all age groups including appropriate training;
  - (f) to arrange for the selection of teams to represent the Company in matches and competitions and such other events as may be deemed expedient;
  - (g) to promote the teaching of the Game and the development of the Game, including the development of mini tennis and all forms of junior tennis;
  - (h) to encourage and support coach education, the function of tennis officials and the training of coaches, teachers, referees, umpires and line judges;
  - (i) to advance interest in the Game amongst men and women, boys and girls from a wide ethnic diversity in order to make the Game available to all;
  - (j) to acquire, establish, own, operate and turn to account in any way lawn tennis facilities together with such buildings, fixtures, fittings, accessories, servitude rights and leases as shall be thought advisable and to lay out, manage, equip and maintain or assist in the laying out, management, equipment and maintenance of tennis courts and facilities or accommodation (whether vested in the Company or not) to be used for the teaching, coaching or the playing of lawn tennis or mini tennis; and to obtain, collect and receive money and raise funds by way of contributions, subscriptions, affiliation fees, donations, legacies, awards, grants (including lottery grants of any kind), covenants or

by organising functions or events or by any other lawful method and to accept and receive gifts of cash or property of any description (whether subject to any special trust or not) from any persons, governmental organisations, the National Lottery, unincorporated associations, organisations or any other body corporate and to issue promotions and invitations for the purpose of the same.

4 The Company shall have (without prejudice to the generality of clause 3) the following additional objects:

- (a) to co-operate with education authorities in the promotion of the Game and of appropriate courses for players, coaches, teachers, referees, umpires and officials;
- (b) to publish reports and make surveys and prepare plans and drawings and collect information as shall from time to time appear necessary and in the interests of the Company so to do and to print, publish, issue, circulate and commission papers, periodicals, books, circulars and other literary works and to commission or make films or video tapes, wall charts and any other forms of visual aid in connection with the Game;
- (c) to institute, establish, contribute towards and administer scholarships, bursaries, grants, awards and other benefactions and to promote and encourage research and to collect and publish and procure the publication of the useful results thereof;
- (d) to purchase or enter into leases or by any other means acquire interests in or take options over any property whatever, and any rights or privileges of any kind over or in respect of any property; and to grant indemnities where appropriate to those from whom any such property is acquired;
- (e) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- (f) to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections, concessions and generally intellectual property or rights and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- (g) to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- (h) to lend and advance money or give credit on any terms whether with or without interest being charged and whether with or without security, to any person, firm or company (including without prejudice to the generality of the foregoing any associated company of the Company) and also to (subject to the Act) directors of the Company;
- (i) to enter into guarantees, contracts of indemnity and sureties of all kinds and to give indemnities to directors of the Company (to the extent that in the case of directors, they are permitted under the Act) to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of

- money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);
- (j) to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
  - (k) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments, to apply for, promote, and obtain any Act of Parliament, order or licence of the Department of Trade and Industry or other governmental authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
  - (l) make representations to local authorities and other organisations as shall be deemed necessary from time to time which shall benefit the Company and to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges, and concessions;
  - (m) to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority (supreme, municipal, local or otherwise) in any part of the world;
  - (n) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;
  - (o) to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
  - (p) to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may

- think fit, and in particular for shares, debentures, or securities of any company purchasing the same;
- (q) to act as agents or brokers and as trustees for any person, firm or company or in any appropriate manner, and to undertake and perform sub-contracts;
  - (r) to remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been employed by, or who are serving or have served the Company, or any associated company and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependents;
  - (s) to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company, or directors, officers or employees of any associated company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any associated company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such associated company or pension fund;
  - (t) to such extent as may be permitted by law to indemnify or to exempt the Company Secretary or employees against or from any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and in the case of Directors or directors of an associated company to enter into a qualifying third party indemnity for the purposes of section 309B of the Act;
  - (u) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company;
  - (v) to support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company;
  - (w) subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or Section 151(2) of the Act;
  - (x) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
  - (y) to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:

- (1) None of the objects set forth in any sub-clause of Clause 3 and Clause 4 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of Clause 3 and Clause 4, or by reference to or inference from the name of the Company.
  - (2) None of the sub-clauses of Clause 3 and Clause 4 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of Clause 3 and Clause 4 as though each such sub-clause contained the objects of a separate Company.
  - (3) The word "company" in this Memorandum, except where used in reference to the Company, shall be deemed to include any partnership, association or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
  - (4) In this Memorandum the expression "the Act" means the Companies Act 1985 as amended so that any reference to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force and "associated company" when used in this Memorandum shall have the same meaning as in Section 309A(6) of the Act; and
  - (5) "Tennis Surrey" means Tennis Surrey at the County Office, St George's College, Weybridge Road, Addlestone Surrey KT15 2QT and "LTA" means The Lawn Tennis Association, Palliser Road, West Kensington, London W14 9EG.
- 5 The income and the property of the Company shall be applied solely towards the promotion of the objectives set forth in this Memorandum. No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or profit share to any Member of the Company or third parties provided that nothing herein shall prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any Member of the Company or officer or employee of the Company for any services rendered to the Company;
  - (b) of expenses necessarily incurred in carrying out the duties of any Member or officer or employee of the Company;
  - (c) of interest on money lent by a Member or director of the Company at a proper commercial lending rate; or
  - (d) to any director of reasonable out-of-pocket expenses.
- 6 The liability of the Members is limited.
- 7 Every Member of the Company undertakes to contribute to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member for payment of: (i) the Company's debts and liabilities contracted before he ceases to be a

Member; and (ii) of the costs, charges and expenses of winding up and also for the adjustment of the rights of Members amongst themselves for such amount as may be required, provided that the total aggregate amount to which a Member is liable under this Clause 7 shall not exceed the sum of one pound (£1).

- 8 Upon dissolution of the club any remaining assets shall be given or transferred to another registered CASC, a registered charity or the sport's governing body for use by them in related community sports.

A handwritten signature in black ink, appearing to read 'N. H. Mas'.