

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM AND ARTICLES
OF ASSOCIATION
-OF-
HACKNEY TENNIS**

**DATE OF INCORPORATION: 22 NOVEMBER 2007
COMPANY NUMBER: 06435191
CHARITY NUMBER:**

REGISTERED OFFICE ADDRESS:

**3 QUEEN ELIZABETH'S WALK
LONDON
N16 0BF**

**BRABNERS LLP
REF: GDH/
TEL: 0151 600 3000**

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

MEMORANDUM OF ASSOCIATION

-OF-

HACKNEY TENNIS

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber

Authentication by subscriber

Graham Robson

Elizabeth Poland-Smith

DATED:

10 OCTOBER 2007

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

ARTICLES OF ASSOCIATION

-OF-

HACKNEY TENNIS

1. Objects

1.1 The objects of the charity are for the public benefit of residents of Hackney and the surrounding areas:

1.1.1 to promote community participation in healthy recreation, by the provision of facilities for the playing, learning, and teaching of the game of lawn tennis and other racquet sports; and

1.1.2 to provide and maintain facilities for tennis, sport, recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disability, financial hardship or social circumstances in the interests of social welfare with the object of improving their conditions of life.

1.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

2. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

2.1 to provide advice or information;

2.2 to carry out research;

2.3 to co-operate with other bodies;

2.4 to support, administer or set up other charities;

2.5 to accept gifts and to raise funds (but not by means of taxable trading);

2.6 to borrow money;

2.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

2.8 to acquire or hire property of any kind;

2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

2.10 to set aside funds for special purposes or as reserves against future expenditure;

2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);

- 2.12 to delegate the management of investments to a financial expert, but only on terms that:
 - 2.12.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 2.12.2 timely reports of all transactions are provided to the Trustees;
 - 2.12.3 the performance of the investments is reviewed regularly with the Trustees;
 - 2.12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.12.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 2.12.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 2.12.7 the financial expert must not do anything outside the powers of the Charity;
- 2.13 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.16 subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.17 to enter into contracts to provide services to or on behalf of other bodies;
- 2.18 to establish or acquire subsidiary companies;
- 2.19 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The Trustees when complete consist of at least five individuals and a maximum of eight.
- 3.3 Trustees are appointed by the Members or co-opted by the Trustees in accordance with Article 3.7.
- 3.4 A Trustee may not act as a Trustee unless he / she:
 - 3.4.1 is over the age of 18 years;
 - 3.4.2 is a Member;
 - 3.4.3 has signed a written declaration confirming his or her eligibility and willingness to act as a charity trustee of the Charity.
- 3.5 One third (or the number nearest one third) of the Trustees must retire each year. If retirements are required at the AGM to satisfy this clause, those longest in office will retire first and the choice between any of equal service being made by drawing lots. A retiring Trustee, or a Trustee whose term of office has come to an end, who is eligible may be re-appointed provided that no Trustee may hold office as such for more than three consecutive terms of office unless authorised to do so by a resolution passed by a majority of two thirds of the Trustees in accordance with any rules or bye laws established by the Trustees in relation to such re-appointments.
- 3.6 A Trustee's term of office as such automatically terminates if he / she:
 - 3.6.1 is disqualified under the Charities Act from acting as a charity trustee;

- 3.6.2 is incapable, whether mentally or physically, of managing his / her own affairs;
 - 3.6.3 is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 3.6.4 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
 - 3.6.5 is removed by resolution passed by the Trustees present and voting at a meeting of the Trustees on the basis that it is in the best interests of the Charity for the Trustee concerned to be removed but only after the meeting has invited the written views of the Trustee concerned and considered the matter in the light of any such views; or
 - 3.6.6 is removed by the Members at a general meeting under the Companies Act.
- 3.7 The Trustees may co-opt up to four individuals as Trustees either to fill casual vacancies or by way of addition to the Board, provided that the maximum number prescribed in Article 3.2 be thereby not exceeded, but a co-opted Trustee only holds office until the next AGM.
- 3.8 The Trustees may act notwithstanding any vacancy in their number provided always that if the number of Trustees shall at any time be less than the minimum number set out in these Articles, it shall be lawful for the continuing Trustees to act for the purpose of filling vacancies or of calling a general meeting but not for any other purpose.
- 3.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4. Trustees' proceedings

- 4.1 The Trustees must hold at least three meetings each year.
- 4.2 A quorum at a meeting of the Trustees is at least three or one half of the Trustees in office, whichever is the greater.
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 4.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees entitled to receive notice of a meeting (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 5.2 To appoint (and remove) a Chair, a Treasurer and other honorary officers from among their number.

- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To delegate any of their functions to a chief executive officer and / or senior management team provided that any such delegation is formalised with terms of reference setting out the extent of a delegate's authority.
- 5.5 To make rules or bye laws consistent with the Memorandum, the Articles and the Companies Act to govern (without limitation):
 - 5.5.1 any process relating to the nomination and appointment of Trustees;
 - 5.5.2 any process relating to the removal of Trustees;
 - 5.5.3 proceedings of the Trustees and proceedings of committees;
 - 5.5.4 the administration of the Charity;
 - 5.5.5 any process relating to the admission and removal of Members;
 - 5.5.6 proceedings at general meetings;
 - 5.5.7 the appointment, term of office and removal of any honorary officer;
 - 5.5.8 any procedures for the resolution of disputes or differences within the Charity.
- 5.6 To establish a code or codes of conduct setting out standards of conduct required of Trustees, Members, employees, volunteers and others involved in the Charity.
- 5.7 To exercise any powers of the Charity which are not reserved to the Members.

6. Benefits and Conflicts

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 6.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - 6.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 6.1.3 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 6.2.1 as mentioned in Articles 6.1, 6.3 or 6.4;
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 6.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
 - 6.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 6.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 6.3 Any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:
 - 6.3.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract; and
 - 6.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services.
- 6.4 A Trustee or Connected Person may be employed by the Charity in any capacity provided that:

- 6.4.1 the employment relationship is set out in a written contract including details as to the salary to be paid to the Trustee or Connected Person being employed (“the employee”);
 - 6.4.2 the salary paid to the employee does not exceed what is reasonable in the circumstances;
 - 6.4.3 the other Trustees are satisfied that it is in the best interests of the Charity to employ the employee rather than someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of employing the Trustee or Connected Person against the disadvantages of doing so;
 - 6.4.4 the reason for their decision is recorded by the charity trustees in the minute book.
- 6.5 At all times, only a minority of the Trustees may be employed by or otherwise in receipt of benefits from the Charity, as authorised by Article 6.
- 6.6 Any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 6.6.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 6.6.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 6.6.3 not be counted in the quorum for that part of the meeting; and
 - 6.6.4 be absent during the vote and have no vote on the matter.
- 6.7 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 7.1.1 annual returns and confirmation statements;
 - 7.1.2 annual reports; and
 - 7.1.3 annual statements of account.
- 7.2 The Trustees must also keep records of:
- 7.2.1 all proceedings at meetings of the Trustees;
 - 7.2.2 all resolutions in writing;
 - 7.2.3 all reports of committees; and
 - 7.2.4 all professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 7.4 A copy of the Charity’s **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity’s reasonable costs.

8. Membership

- 8.1 The Charity must maintain a Register of Members.
- 8.2 Membership is open to any person interested in furthering the Objects and whose admission to Membership is approved by the Trustees.

- 8.3 It is the duty of each Member to exercise his or her powers as a Member in the way he or she decides in good faith would be most likely to further the purposes of the Charity.
- 8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.5 Membership is not transferable.
- 8.6 A person's Membership of the Charity shall automatically terminate if he / she:
- 8.6.1 dies, or in the case of an organisation, ceases to exist;
 - 8.6.2 resigns by written notice to the Charity or by verbal notice to the Chair at a general meeting;
 - 8.6.3 has failed to pay any sum due from the Member to Charity in full within six months or the amount falling due;
 - 8.6.4 is removed from Membership by a resolution passed by the Trustees present and voting at a meeting of the Trustees on the basis that it is in the best interests of the Charity for the Member concerned to be removed but only after the meeting has invited the written views of the Member concerned and considered the matter in the light of any such views;
 - 8.6.5 has been removed as a Trustee in accordance with Article 3.6, unless the Trustees determine that that Member's Membership should continue.
- 8.7 The Trustees may recognise one or more classes of supporters or members who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations in rules or bye laws.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person or (or if the Trustees decide to hold a virtual meeting), to attend virtually.
- 9.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or virtually (as the case may be) is at least fifteen.
- 9.4 The Chair or (if the Chair is unable or unwilling to do so) or some other Trustee chosen by the Trustees present presides at each meeting.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person (or in the case of a virtual meeting, virtually) has one vote on each issue. The Chair will decide the appropriate voting mechanism in the case of a virtual meeting.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.8 The Charity must hold an AGM in every year. Members must annually at the AGM:
- 9.8.1 receive the accounts of the Charity for the previous financial year;
 - 9.8.2 receive a written report on the Charity's activities;
 - 9.8.3 be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 9.8.4 elect Trustees to fill the vacancies arising;

- 9.8.5 appoint reporting accountants or auditors for the Charity;
- 9.9 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 9.10 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. Communications

- 12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- 12.1.1 by hand;
- 12.1.2 by post; or
- 12.1.3 by suitable electronic means.

- 12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.

- 12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 12.3.2 two clear days after being sent by first class post to that address;
- 12.3.3 three clear days after being sent by second class or overseas post to that address;
- 12.3.4 immediately on being handed to the recipient personally; or, if earlier,
- 12.3.5 as soon as the recipient acknowledges actual receipt.

- 12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

- 13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- 13.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 13.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
- 13.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

- 13.2 A final report and statement of account must be sent to the Commission.
- 13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. Interpretation

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

- 14.2 In the Articles, unless the context indicates another meaning:

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

‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Chair’ means the chair of the Trustees;

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

‘the Charities Act’ means the Charities Acts 1992 to 2016;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means the Companies Act 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

‘Connected Person’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

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

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘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 Charity’s financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' has the meaning prescribed by the Charities Act;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company Membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'Trustee' means a director of the Charity and 'Trustees' means the directors;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

14.4 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.