

RULES OF THE BUCKINGHAMSHIRE LAWN TENNIS ASSOCIATION

1. Name

The name of the Association is “The Buckinghamshire Lawn Tennis Association” (hereinafter referred to as: “the Association”) and trading as Bucks Tennis.

2. Definitions

2.1 In these rules, unless the context otherwise requires:

“the Game” means the game of tennis.

“the County” means the county of Buckinghamshire as defined by LTA rule 38 and appendix 1.

“the Management Committee” means the management body of the Association formed in accordance with Rule 7.

“the Officers” means the persons appointed annually to the positions of President of the Association, Chairman, Secretary, Treasurer

“the LTA Councillor” means a representative of the County LTA who is a member of the Management Committee of the LTA.

“the Members” means the Members of the Association admitted from time to time to membership of the Association in accordance with rule 4.1

“the Associate” means an entity which is registered as an associate by Buckinghamshire LTA in accordance with rule 4.8.

“the LTA” means the Lawn Tennis Association (the governing body of tennis within Great Britain, Channel Islands and Isle of Man) of the National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ and its subsidiaries or such successor, entity or entities as become(s) the governing body of the game of tennis within Great Britain, Channels Island and The Isle of Man from time to time.

“the LTA Disciplinary Code” means the disciplinary code of the LTA in force from time to time.

“the LTA Rules” means the rules of the LTA in force from time to time.

2.2 Words denoting the single number include the plural number and vice versa; words denoting the masculine gender include the feminine gender and words denoting persons include bodies corporate and (however unincorporated) unincorporated, including unincorporated associations of persons and partnerships.

3. Objects

3.1 The objects of the Association are:

(a) to act jointly with the LTA as the governing body for the Game within the County, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of the Game and generally to do all such acts, matters and things in connection with, or incidental, thereto;

(b) to take and retain a membership interest with the LTA and to comply with and uphold throughout the County the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any person or body to which the LTA is registered or affiliated;

(c) subject to the LTA Rules and the LTA Disciplinary Code, to make, amend and revoke rules and regulations for the control and governance of the Game in the County and for the disciplining of players, officials, coaches and others involved within the Game, and to comply with and uphold these rules;

(d) to accept all duties and powers delegated to it by the LTA and to appoint a representative or representatives for the Association to the Management Committee of the LTA and to express the views of the Association at meetings in accordance with any regulations, bye-laws of the Association;

(e) 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 to do all such acts, matters and things in connection with, or incidental, thereto;

(f) subject to the LTA Rules, the LTA Disciplinary Code and the LTA's wider jurisdiction, to consider and resolve disputes, and enforce any award or decision arising in connection with the Game in the County or otherwise delegated to it by the LTA and to provide by these rules, regulations, bye-laws or otherwise for a process to govern such disputes;

(g) to acquire, dispose of, establish, own, lease, operate, use and turn to account in any way tennis court facilities within the County together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

(h) to arrange, purchase and distribute tickets allocated to the Association for The Championships in accordance with the guidelines laid down by the LTA and the ticket terms and conditions issued by The All England Lawn Tennis and Croquet Club;

(i) to promote the teaching of the Game and the development of tennis in the County and in particular the development of junior tennis in the County and to promote, encourage and support coach education, the function of competition organisers, referees and umpires and the training of coaches, teachers, competition organisers, referees and umpires;

(j) to advance and safeguard the interests of the players of the Game 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

k) to do all such other things as the Management Committee thinks fit to further the interests of the Association, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of the Game or to be incidental or conducive to the attainment of all or any of the objects stated in this rule 3.1.

3.2 The funds or other property of the Association shall not be paid to or distributed among the Members, but shall be applied towards the furtherance of the Association's objects, for any similar charitable purpose.

4. Membership

4.1 An entity shall qualify for registration as a Member, and thereby for registration as an associate of the LTA, if the Management Committee deems that such entity provides organised tennis opportunities.

Such an entity shall include, but not be limited to:

(a) a members' or commercial tennis club;

(b) a park-based tennis programme;

(c) a school-based tennis programme for the community which operates out of curriculum hours;

(d) an indoor pay and play tennis centre;

(e) a tennis academy; and/or

- (f) a further education or higher education tennis club; provided, in each case, that it has a written constitution or set of rules governing its operation.
- 4.2 If a dispute arises as to whether an entity qualifies to be registered as a Member, the Management Committee shall refer the matter to the President of the LTA whose decision on the matter shall be final.
- 4.3 Any person or entity which wishes to become a Member must submit an application in such form as the Management Committee shall decide. Subject to rule 4.1, election to membership shall be in the sole discretion of the Management Committee.
- 4.4 Each Member agrees as a condition of membership of the Association and association with the LTA:
- (a) to be bound by and subject to these rules;
 - (b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code; and
 - (c) to ensure that its underlying members, any unlicensed and unregistered coaches and, so far as reasonably practicable, players using its facilities (the "Member's connected parties") are bound by and subject to the LTA Rules and the LTA Disciplinary Code by obtaining the formal agreement of the Member's connected parties, as a condition of membership, association, registration, election or as otherwise appropriate, to be bound by and subject to the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA can enforce any breach at its option and in its sole discretion.
- 4.5 Rule 4.4 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the associates do not intend that any term of these rules, apart from rule 4.4, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.
- 4.6 The LTA and the Management Committee may terminate the membership and association of any person/member, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership and association set out in this rule. Rule 6 shall not apply to such termination.
- 4.7 A Member may withdraw or resign from membership of the Association by giving notice prior to the AGM. Membership shall not be transferable in any event and all benefits shall cease immediately on death, dissolution, notice or resignation.
- 4.8 The Management Committee may admit the following as Associates of the:
- Other clubs, leagues, individuals, organisations, corporate bodies or patrons of the Association.
- Associates shall receive such benefits as the Management Committee may from time to time bestow.
5. Registration and Affiliation Fees
- 5.1 The annual subscription for each type of Member referred to in Rule 4.1 shall be determined from time to time by the Management Committee and shall be effective for that year. Such annual subscription may exceed the minimum annual fee described below.
- 5.2 The minimum annual registration fee for each Member referred to in rule 4.1, which shall be deemed to include any taxation which may be payable thereon, shall be calculated by multiplying the number of courts of each surface to which that Member has "regular access"

whether through a lease, user agreement and/or such other arrangement or understanding by the applicable “court fee”.

Court fees shall be determined by the LTA; regular access means access on an exclusive basis for at least 15 hours per week for at least 40 weeks per year.

- 5.3 In respect of Members referred to in rule 4.1 that do not have “regular access” to tennis courts, a fixed minimum annual subscription, determined annually by the LTA, shall apply.
 - 5.4 Unless the LTA determine otherwise on a case by case basis, the annual registration fee for Members referred to in rule 4.1 in respect of each financial year of the Association to 30th September shall be payable between 1st October and 28th February each year.
 - 5.5 The annual registration fee of Members referred to in rule 4.1 shall be paid to the Association or the LTA as agent of the Association.
 - 5.6 The annual registration fee of Members referred to in rule 4.1 shall include the amount, if any, payable in respect of benefits or services provided by the LTA.
 - 5.7 Any Member referred to in rule 4.1 whose first subscription remains unpaid for one calendar month after the receipt of notice of membership, or whose annual subscription in any subsequent year remains unpaid by 28 February, shall, if the LTA and the Association so resolves, cease to be eligible for grants, benefits and other advantages offered to Members by the LTA and the Association.
 - 5.8 Any Member whose subscription fee is not paid by 28th February or as the Management Committee shall decide each year shall be deemed to have resigned their membership of the Association.
 - 5.9 Associates’ annual subscriptions shall be fixed by Management Committee and are payable by 28 February.
 - 5.10 The Association shall have the right to levy a local affiliation fee to be agreed by the members at the AGM. Any member not paying the local affiliation fee will not be entitled to play in inter-club competitions organised by the county or to benefit from other local initiatives such as grants and loans from Bucks LTA.
6. Expulsion
 - 6.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to expel a Member if it in its sole discretion determines that it would be in the best interests of the Association to do so.
 - 6.2 A Member shall not be expelled unless he is given 14 days’ written notice to attend a meeting of the Management Committee or selected members of the Management Committee and written details of the complaint made against him/her/the organisation.
 - 6.3 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against him/her/the organisation and must not be expelled unless at least two thirds of the Management Committee then present vote in favour of his expulsion.
 7. Management Committee
 - 7.1 The Association shall be managed by the Management Committee consisting of not less than six and subject to a maximum of twenty individuals. The members of the Management Committee may exercise all the powers of the Association for the purpose of the management of the Association.
 - 7.2 The Management Committee shall consist of:

The 4 Officers of the Association as defined in rule 2.1
Vice Chairman of Bucks LTA from time to time as felt necessary by the Management Committee

Chairman of Competitions & Tournaments Sub-committee
Chairman of Commercial, Publications & Marketing Committee
Junior County Team Co-ordinator
Adult Team Co-ordinator
Impaired Tennis Representative
Coaches Representative
LTA Council Representative

A maximum of 4 representatives of Bucks LTA Club Support Team

A maximum of 5 persons co-opted by the Management Committee

- 7.3 The Officers (other than the President, see rule 7.4) and Members of the Management Committee shall be nominated and elected at the Annual General Meeting each year and hold office from the conclusion of that meeting until the conclusion of the following Annual General Meeting
- 7.4 The President shall be nominated by the Management Committee, elected at an Annual General Meeting and serve for a term of 3 years.
- 7.5 The Association agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound in writing by and subject to these rules, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Association can enforce any breach at its option and in its sole discretion.
- 7.6 The Management Committee may delegate any of the powers which are conferred on them by these rules to such person, or committee, by such means (including by power of attorney), to such an extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Management Committee specify, any such delegation may authorise further delegation of the members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions. All such persons and sub-committees shall report their proceedings to the Management Committee in minute form.
- 7.7 Nominations may be made by any Member or Associate or by the Management Committee. A maximum of 2 nominations may be made by any one Member or Associate. Such nominations shall be submitted to the Secretary in writing not less than four weeks before the date of the AGM.
- 7.8 Where more than one nomination occurs for any position an election takes place at the Annual General Meeting. All persons attending who are eligible to vote participate in the election by the issue of voting papers. Independent adjudicators shall be appointed. If a tie occurs the President or person presiding shall have the casting vote.
- 7.9 The Management Committee may co-opt up to four other persons to serve on the Management Committee.
- 7.10 The Management Committee may fill any casual or other vacancy during the year.
- 7.11 The Management Committee, convened in accordance with rule 9, may by resolution passed by simple majority require anyone of their number to vacate office in the interests of the Association.
- 7.12 A member of the Management Committee shall be deemed to have vacated office if:

- (a) he becomes bankrupt; or
 - (b) a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become physically or mentally incapable of acting as a member of the Management Committee; or
 - (c) he resigns his office by notice to the Association; or
 - (d) he/she shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Chairman/Secretary of the Management Committee and they resolve that his office be vacated; or
 - (e) he is suspended from holding office or from taking part in any activity relating to the administration or management of the Association by a decision of the LTA; or
 - (f) he is requested to resign by all the other Management Committee members acting together.
- 7.13 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before his election or nomination, state in writing to the Association all such interests. Failure to do so will lead to automatic disqualification from Management Committee membership. The Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Game.
8. Powers and Duties of the Management Committee
- 8.1 The Management Committee shall cause minutes or records to be made of all resolutions and proceedings at all meetings of the Association and of the Management Committee and of any subcommittee of the Management Committee.
- 8.2 The Management Committee shall cause to be kept accounting records sufficient to give a true and fair view of the state of the Association's financial affairs and to show and explain its transactions annually. The Management Committee shall appoint an independent accountant to report on the annual accounts.
- 8.3 The Management Committee may utilise and allocate the funds of the Association in such manner and for such purposes, consistent with the objects of the Association as it thinks fit.
- 8.4 The Management Committee may obtain financial or other support from any appropriate source.
- 8.5 The Management Committee may borrow in accordance with Rule 18.
- 8.6 The Management Committee shall have no power to pledge the personal liability of any of the Members for repayment.
- 8.7 The Management Committee shall appoint from amongst its members such sub-committees or working parties as it considers necessary and may delegate to them any of its powers and duties. The Chairman of any sub-committee or working party shall be appointed by the Management Committee. All sub-committees and working parties shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the provisions of these rules which govern the taking of decisions by members of the Management Committee.
- 8.8 The Management Committee shall select one or more representatives to serve on the Management Committee of the LTA in accordance with Rule 9.10
- 8.9 The Management Committee shall arrange and regulate league and other competitions, county and other representative matches and the annual closed championships.
- 8.10 The Management Committee shall award and be sole regulator of county colours.

- 8.11 Members of the Management Committee shall be entitled to an indemnity out of the assets of the Association for all expenses and other liabilities properly incurred by them in the management of the affairs of the Association.
9. Proceedings of the Management Committee
 - 9.1 Management Committee meetings shall be held as often as considered necessary provided that there shall not be fewer than six meetings each year. An elected Management Committee member is expected to attend at least 50% of the scheduled meetings each year.
 - 9.2 The quorum for Management Committee meetings shall be fixed at one third of those eligible to attend and vote. Unless the quorum is participating, no proposal is to be voted on unless the proposal is to call another meeting. If the total number of members of the Management Committee present is less than the quorum required the members of the Management Committee must not take any decision other than a decision to appoint further members of the Management Committee in accordance with rule 7.
 - 9.3 The Chairman and the Secretary shall have the discretion to call an emergency meeting of the Management Committee if they consider it to be in the interests of the Association. A Management Committee member may request the Chairman and Secretary to call an emergency meeting of the Management Committee. The Secretary shall give not less than seven days notice of such a meeting with appropriate agenda.
 - 9.4 An agenda shall be prepared for each Management Committee meeting and circulated to the Management Committee so as to give seven days notice as to the date, time, venue of the meeting and subjects for discussion with all relevant papers circulated 4 days prior to the meeting.
 - 9.5 Draft or audited financial statements of the Association shall be submitted by the Treasurer for approval by the Management Committee at their meeting prior to the AGM.
 - 9.6 If the Chairman of the Association is unable to preside at any meeting for any reason he may nominate a substitute in advance.
 - 9.7 If the Chairman of the Association is not present within five minutes after the appointed time for the meeting, those present may appoint one of the number present to be Chairman of the meeting.
 - 9.8 Decisions of the Management Committee shall be made by a simple majority and in the event of equality of votes the Chairman (or acting Chairman) of that meeting shall have a casting or additional vote.
10. Annual General Meetings
 - 10.1 The Annual General Meeting of the Association shall be held on a Monday in November each year at a time and venue to be decided by the Management Committee, and transact the following business:
 - 10.2 To receive the report on behalf of the Management Committee of the activities of the Association during the previous year.
 - 10.3 To receive, consider and adopt the accounts of the Association for the previous year, the independent accountants' report on the accounts and the Treasurers report as to the financial position of the Association.
 - 10.4 To agree the annual registration and affiliation rates (in conjunction with the LTA as stated in rule 5).
 - 10.5 To elect the Officers and other members of the Management Committee. To elect any proposed President, Life President or Vice- Presidents.

10.6 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing by the relevant Member or member of the Management Committee to the Secretary not less than 28 days before the meeting.

10.7 To deal with any special matters which the Management Committee desires to bring before the membership.

11. Extraordinary General Meetings

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than ten voting Members stating the purposes for which the meeting is required and the resolutions proposed. If an extraordinary general meeting is called after receipt of a Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of a period of two months commencing on the date of that request.

12. Procedures at Annual and Extraordinary General Meetings

12.1 The Secretary shall send to each Member at their last known last know postal or e-mail address notice of the date, time and place of the annual or extraordinary general meeting together with the agenda to be proposed thereat, and in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year, at least 14 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.

12.2 The quorum for the annual and extraordinary general meetings shall be fifteen members present and entitled to vote. At least five members of the Management Committee must be present. No business other than the appointment of the Chairman of the meeting is to be transacted at the annual or extraordinary general meeting if the persons attending it do not constitute a quorum.

12.3 The President shall preside as Chairman at all annual and extraordinary meetings of the Association but if he/she is not present within 15 minutes after the time appointed for the meeting or has signified his/her inability to be present at the meeting, the Members present and entitled to vote may choose one of the other members of the Management Committee present to preside.

12.4 If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start or if during a meeting, a quorum ceases to be present, the Chairman of the meeting must adjourn it. The Chairman of the meeting must adjourn the meeting if directed to do so by the meeting.

When adjourning an annual or extraordinary general meeting the Chairman of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Management Committee. The Chairman must have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 12.1.

No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

12.5 The Secretary shall cause minutes or records to be made of all resolutions and proceedings at general meetings.

12.6 Any resolution put to the vote at an annual or extraordinary general meeting shall be decided on by a show of voting cards of persons entitled to vote or by ballot if requested by at least two Members entitled to vote, and a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, shall be final and conclusive.

12.7 There shall be no restriction on the number of persons representing any one Member who may attend or speak at annual and extraordinary general meetings.

12.8 In the event of an equality of votes the Chairman of the meeting shall have a casting or additional vote.

13. Voting at Annual and Extraordinary General Meetings

13.1 Members (i.e. clubs) and members of the Management Committee shall have voting rights at annual and extraordinary general meetings and each member present shall have 1 vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the Chairman of the meeting shall have a casting or additional vote.

13.2 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chairman of the meeting.

13.3 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

14. Alteration of the Rules

These rules may be altered by resolution at annual or extraordinary general meeting of the Association provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the vote at the general meeting, notice of which contained particulars of the proposed alteration or addition.

15. Bye-Laws

The Management Committee shall have power to make, repeal and amend such regulations, standing orders and bye-laws as it may from time to time consider necessary, desirable and appropriate.

Such regulations, bye-laws and standing orders shall have effect until repealed by the Management Committee.

16. Use of Facilities

The Association agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Association or an associate will be required, as a condition of such use, to agree to be bound by and subject to these rules, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Association can enforce any breach at its option and in its sole discretion.

17. Finance

- 17.1 All monies payable to the Association shall be received by the Treasurer and deposited in a bank account in the name of the Association. Any monies not required for immediate use may be invested at the Officers discretion.
- 17.2 The income and property of the Association shall be applied only in furtherance of the objects of the Association and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 17.3 The Management Committee shall have power to authorise the payment of honoraria and expenses to any Officer, member of the Management Committee, Member or employee of the Association and to any other person or persons for services rendered to the Association.
- 17.4 The financial transactions of the Association shall be recorded by the Treasurer in such manner as the Management Committee deems appropriate.
- 17.5 Full financial statements of the Association shall be prepared each year and examined and reported on by an independent accountant.

These accounts shall be issued to the Members when notice of the Annual General Meeting is given.

18. Borrowing

- 18.1 The Management Committee may borrow a maximum total amount of £10,000 on behalf of the Association for the purposes of the Association from time to time at its own discretion and with the sanction of an annual or extraordinary general meeting any further money above that sum.
- 18.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issues of debentures charged upon all or any part of the property of the Association.
- 18.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

19. Dissolution

- 19.1 A resolution to dissolve the Association shall only be proposed at an extraordinary general meeting and shall only be passed if carried by a majority of at least three-quarters of the members present and entitled to vote.
- 19.2 The dissolution shall take effect from the date of the resolution and the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Association.
- 19.3 Any property remaining after the discharge of the debts and liabilities of the Association shall be paid to or distributed in the interests of British Tennis.

20. Life Presidents and Vice-Presidents

- 20.1 The distinction of Life President may be conferred on a retiring President. The distinction of Vice-President may be conferred for special services rendered to the Association or in connection with the Game. Candidates shall be nominated by the Management Committee and elected only at an annual general meeting of the Association.
- 20.2 Life Presidents and Vice-Presidents may attend and speak at annual or extraordinary general meetings of the Association but are not entitled to vote.

21. County Qualifications

No player shall be eligible to play for the County in matches or to enter for the County Closed Championships unless:

(a) The player has a birth qualification (a maternity hospital is recognised as a place of birth) or has been in permanent residence in Buckinghamshire for at least 12 months (6 months in the case of juniors) immediately preceding the match or competition, and

(b) The player has not played in a match for any other county or in any other county closed championships during the previous 12 months (6 months in the case of juniors).

22. Bucks Tennis Limited

Two members of Management Committee will hold in trust for the Association one share each in Bucks Tennis Limited, the company which manages the operation of the Bucks Indoor Tennis Centre, there being only 2 issued shares. The Management Committee shall appoint Directors of Bucks Tennis Limited, who shall act in accordance with directions of the Management Committee.