

Lawn Tennis Association Limited
(registered company number 07459469)

ARTICLES OF ASSOCIATION

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PART 1

GENERAL

1. Defined terms

In the Articles, unless the context requires otherwise:

“AELTC Agreement” means the agreement dated 25 July 2011 among, amongst others, The All England Lawn Tennis & Croquet Club Limited and the Company in respect of The Championships.

“Amendment Approval Matrix” means the “RULES AMENDMENT APPROVAL MATRIX” contained in Appendix D to the Articles;

“Annual Report” means the Company’s finance and governance report, including its audited financial statements, in respect of the relevant financial year;

“Area Competition” has the meaning given in part K of the Rules;

“Articles” means the Company’s articles of association;

“Association” means the unincorporated association known as the Lawn Tennis Association;

“Audit Committee” means the audit committee of the Company, with the terms of reference as set out in Schedule Five to the Rules;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland, which have an effect similar to that of bankruptcy;

“Board” means the board of Directors of the Company;

“Board Councillor” means the Chair, an Independent Board Member or the DTAG Chairperson, in each case appointed as a member of the Council in accordance with part D of the Rules;

“Board Standing Committees” means the Audit Committee, the Nomination Committee, the Remuneration Committee and any other additional committee comprising exclusively or a majority of Directors, which the Directors determine to be a “Board Standing Committee”;

“Chair” means the independent non-executive chairperson of the Company from time to time, appointed in accordance with part B of the Rules; with ‘independent’ having the meaning given to it in the Sports Governance Code;

“chairperson of the general meeting” has the meaning given in Article 42.3;

“Chief Executive” means the chief executive of the Company (and/or, where applicable, the LTA Group) from time to time, appointed in accordance with part B of the Rules;

“Code of Conduct” means the code(s) of conduct issued by the Company (or, where applicable, the LTA Group) from time to time and with which Participants are required to comply;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

“Company” means Lawn Tennis Association Limited, with registered company number 07459469;

“Company Secretary” means the company secretary of the Company (as registered with Companies House from time to time) appointed in accordance with part B of the Rules or, if there is no person registered in that official position, any Director;

“Conflict” has the meaning given in Article 23.1;

“Council” means the council of the Company for the time being, as constituted in accordance with the Articles and the Rules;

“Council-Nominated Board Member” means a Director nominated by the Council and appointed in accordance with part C of the Rules;

“Council-Nominated Position” means, as applicable, President, Deputy President or Council-Nominated Board Member;

“Councillor” means a person for the time being appointed as a member of the Council, whether as a Voting Council Member or a Non-Voting Council Member;

“Councillor Role Profile” means the role profile for a Councillor as set out in Schedule Three to the Rules;

“County and Island Association Governance Framework” means the governance framework approved from time to time by the Board and with which County Associations and Island Associations are to comply;

“County Association” means a Member which is designated as a “County Association” in Schedule One to the Rules;

“DTAG” means the Development Tennis Advisory Group;

“DTAG Chairperson” means the chairperson of the DTAG, appointed in accordance with part B of the Rules;

“DTAG Company Representative” means the relevant member of the Executive Team with responsibility for DTAG;

“DTAG Workstream” means the group of people appointed in accordance with the terms of reference for the DTAG, as set out in Schedule Eight to the Rules, and who have been allocated to consider the relevant workstream designated by the Board in respect of a particular designated topic / focus area and/or project, and specific objectives of it;

“DTAG Workstream Lead” means the person appointed as the lead for the particular DTAG Workstream in accordance with the terms of reference for the DTAG, as set out in Schedule Eight to the Rules;

“Deputy President” means the deputy president of the Council, appointed in accordance with part C of the Rules;

“Director” means a director of the Company, and includes any person occupying the position of director, by whatever name called;

“Disciplinary Code” means the disciplinary code of the Company in force from time to time, incorporating (amongst other things) the Company’s disciplinary regulations, safeguarding regulations, registration appeal regulations, anti-doping regulations and anti-corruption

regulations;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“Executive Team” has the meaning given to it in the Rules from time to time;

“Finance Director” means the finance director of the Company (and/or, where applicable, the LTA Group) from time to time;

“Fit and Proper Person Test” means the fit and proper person test as set out in Schedule Four to the Rules;

“Game” means tennis in Great Britain, the Channel Islands and the Isle of Man, including the games of lawn tennis (including wheelchair tennis) and padel tennis, and derivate forms of them, and any virtual version of a tennis competition (e-tennis) which virtual version is or may be owned, organised and/or managed by the Company and/or any other member of the LTA Group, but for the avoidance of doubt excluding the games of real tennis and rackets;

“holding company” has the meaning given in section 1159 of the Companies Act 2006;

“Honorary Life Councillor” means a person appointed as an honorary life councillor of the Company (or the Association) prior to 1 January 2013;

“Honorary Life Vice-President” means a person appointed as an honorary life vice-president of the Company (or the Association) prior to 1 January 2013;

“Independent Board Member” means an independent non-executive Director of the Company, appointed in accordance with part B of the Rules; with 'independent' having the meaning given to it in the Sports Governance Code;

“Independent Councillor” means a member of the Council nominated by the Board and appointed in accordance with part D of the Rules;

“Interested Director” has the meaning given in Article 23.1;

“Island Association” means a Member which is designated as an “Island Association” in Schedule One to the Rules;

“ITF” means ITF Limited, trading as the International Tennis Federation, the world governing body for tennis;

“Joint Committees” means all (if any) sub-committees of the committee of management of The Championships, comprising (among others) members from both The All England Lawn Tennis Club (Championships) Limited and LTA Operations Limited;

“Junior” means a player aged 18 or under;

“LTA Group” means the Company, any subsidiary or holding company from time to time of the Company, and any subsidiary from time to time of such a holding company of the Company;

“Member” has the meaning given in section 112 of the Companies Act 2006;

“Member’s Connected Parties” means, in respect of a Member, its Nominated Councillor

(where applicable), its officers and committee members, its employees (where applicable), the Registered Organisations allocated to it based on geographical location (where applicable), any other members of it, and any other Participant in respect of whom / which it has a connection or control;

“Member-Nominated Councillor” means a person nominated by a National Association, County Association or Island Association, and appointed as its Nominated Councillor in accordance with part D of the Rules;

“Minimum Percentage” has the meaning given in part C of the Rules;

“National Association” means a Member which is designated as a “National Association” in Schedule One to the Rules;

“Nominated Councillor” means, in respect of a Member entitled to representation on the Council which has nominated a person for appointment as a Voting Council Member and which person has subsequently been appointed as (and remains as at the date of the relevant meeting) a Voting Council Member, the person so appointed as the Voting Council Member;

“Nomination Committee” means the nomination committee of the Company, with the terms of reference as set out in Schedule Six to the Rules;

“Nominator” means the person entitled to nominate a candidate for appointment as a Voting Council Member in accordance with part D of, and Schedule One to, the Rules;

“Non-Voting Council Member” means each Board Councillor, Honorary Life Councillor, Honorary Life Vice-President, Past President and Vice-President, each of whom is a member of the Council;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“Other Member Organisation” means a Member which is designated as an “Other Member Organisation” in Schedule One to the Rules;

“Participant” has the meaning given to it in paragraph 2 of part A of the Disciplinary Code;

“participate”, in relation to a Directors’ meeting, has the meaning given in Article 19;

“Participation” has the meaning given to it in part J of the Rules;

“Participation Condition” means the condition of membership of the Company with which all Members are to comply and which is set out in part J of the Rules;

“Past President” means a past president of the Company or a past president of the Association;

“Player Representative Councillor” means a member of the Council who is a recent ex-professional player and who is appointed in accordance with part D of the Rules;

“President” means the president of the Council, appointed in accordance with part C of the Rules;

“proxy notice” has the meaning given in Article 48.1;

“Registered Organisation” means the owner or operator (as applicable) of a Registered Venue and registered as such by the Company (or another member of the LTA Group) under and in terms of the Venue Registration Regulations;

“Registered Organisation’s Connected Parties” means, in respect of a Registered Organisation, its officers and/or committee members, its employees (where applicable), its members, and any other Participant in respect of whom / which it has a connection or control;

“Registered Venue” means a venue (or other place where the Game is played) registered as such by the Company (or another member of the LTA Group) under and in terms of the Venue Registration Regulations;

“Regulatory Documents” means any regulations (or similar) designated as an “LTA Regulatory Document” by the Company (or another member of the LTA Group), including the Venue Registration Regulations, any regulations (or similar) in respect of coach accreditation or official licensing, and the Company’s designated “Competition Regulations”;

“Remuneration Committee” means the remuneration committee of the Company, with the terms of reference as set out in Schedule Seven to the Rules;

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

“Rules of Padel” means the designated “International Padel Federation Regulations of the Padel Game” (or any successor to them) applicable in the particular year, and any other applicable rules and regulations of the International Padel Federation in force from time to time;

“Rules of Tennis” means the designated “ITF Rules of Tennis” (or any successor to them) applicable in the particular year, and any other applicable rules and regulations of the ITF in force from time to time;

“Schedule of Matters Reserved” means the schedule of matters reserved to the Directors contained in Appendix A to the Articles;

“Senior Independent Director” means the Independent Board Member appointed to this position from time to time in accordance with part B of the Rules;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“Sports Governance Code” means the document entitled the “A Code for Sports Governance”, as published by UK Sport and Sport England on or around 7 December 2021, and as updated from time to time;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“Tennis Industry Association” means the not-for-profit trade association for the UK tennis industry known as “Tennis Industry Association UK”;

“TF Councillor” means any member of Council nominated by The Tennis Foundation and who continued to be a member of the Council as at 1 January 2021;

“The Championships” means the lawn tennis championships established as an annual event and held at The All England Lawn Tennis and Croquet Club, Church Road, Wimbledon (or such other site as may be agreed with the Company);

“The Tennis Foundation” means the former Member which is a charitable company limited by guarantee with registered company number 02138124 and charity registration number 298175;

“TIA Councillor” means a member of the Council nominated by the Tennis Industry Association and appointed in accordance with part D of the Rules;

“Venue Registration Regulations” means the regulations (or similar) in respect of the registration of venues and the owners / operators of them, including any minimum safeguarding standards to be complied with, and that whether the regulations are specifically designated as “Venue Registration Regulations” or otherwise substantively deal with such registration and other matters;

“Vice-President” means a person appointed as a vice-president of the Company (or the Association) prior to 1 January 2013;

“Voting Council Member” means the Deputy President, each Independent Councillor, each Member-Nominated Councillor, each Player Representative Councillor, the President, the TIA Councillor and each (if any) TF Councillor, each of whom is a member of the Council; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2. Interpretation

2.1 In the Articles, unless the context otherwise requires:

- (A) other words or expressions contained in the Articles (which are not explicitly defined in Article 1 or the Rules) bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company;
- (B) words in the singular will include the plural and vice versa, and (for the avoidance of any doubt) the terms “they”, “their” and “themselves” may, where the context so admits, refer to the singular rather than the plural;
- (C) a reference to one gender will include a reference to any other gender;
- (D) words denoting persons will include bodies corporate (however incorporated) and unincorporated (whether or not having separate legal personality), including unincorporated associations of persons and partnerships;
- (E) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision will include all subordinate legislation made from time to time under that statute or statutory provision;
- (F) a reference to Great Britain will include the Channel Islands and Isle of Man;
- (G) any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (H) a reference to writing will include all modes of reproducing words in a legible and non-transitory form;
- (I) a note to an Article, clause or paragraph will be used to interpret that Article, clause or paragraph; and
- (J) any reference to a proposal, nomination or anything similar of or from the Directors /

the Board, any Board Standing Committee, the Council, the Members or the DTAG will only be made once a decision of the relevant body has been taken (in accordance with the decision-making requirements set out in the Articles and/or Rules) to take such course of action.

2.2 For the purposes of section 20 of the Companies Act 2006, the relevant model articles will be deemed to have been excluded fully and replaced with the provisions of these Articles.

2.3 In the event of any inconsistency or conflict between the terms of the Articles and the Rules, the Articles will prevail.

3. Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up while that person is a Member or within one year after that person ceases to be a Member, for:

3.1 payment of the Company's debts and liabilities contracted before that person ceases to be a Member;

3.2 payment of the costs, charges and expenses of winding up; and

3.3 adjustment of the rights of the contributories among themselves.

4. Not for profit status

The funds or other property of the Company will not be paid to or distributed among the Members of the Company, but will be applied towards the furtherance of the Company's objects. In the event of the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, the funds that remain available to be distributed or paid will be transferred to another body or bodies with objects similar to those of the Company or to some charitable object; provided that nothing in the Articles will prevent any payment in good faith by the Company of:

4.1 the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of theirs, when instructed by the Company to act in a professional capacity on its behalf, subject to Article 23 (*conflicts of interest*) below;

4.2 any remuneration or reasonable expenses payable to a Director in accordance with Articles 30 and/or 31; and

4.3 reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company who is not a Director.

5. Objects of the Company

The Company is the national governing body of the Game and its objects will be to advance and safeguard the interests and integrity of the Game, to promote an increase in participation at all levels of the Game and from all backgrounds, and generally to do all such acts, matters and things in connection with, or incidental to, those objects.

PART 2

POWERS AND RESPONSIBILITIES

6. Directors' general authority

Subject to the provisions of the Companies Acts and the Articles, the Directors are responsible for the management of (and are the ultimate decision-making body in respect of) the Company's business, for which purpose they may exercise all the powers of the Company (including, for the avoidance of any doubt, the Company's disciplinary and other rights, powers and authority as contained in the Disciplinary Code).

7. Members' reserve power

- 7.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 7.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.
- 7.3 For ease of reference only, the key rights of the Members in terms of the Articles and the Rules are set out in Appendix C to the Articles.

8. Directors may delegate

- 8.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles (excluding any matter listed and/or referred to in the Schedule of Matters Reserved):

- (A) to such person or committee;
- (B) by such means (including by power of attorney);
- (C) to such an extent;
- (D) in relation to such matters or territories; and
- (E) on such terms and conditions,

as they think fit.

- 8.2 If the Directors explicitly so specify (but not otherwise), any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 8.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions, at any time but such revocation or alteration will not invalidate anything which their delegatee has done before such revocation or alteration in accordance with the terms of such delegation.

9. Matters reserved to the Directors

No decision may be taken, other than by the Directors (in accordance with Articles 12, 13 and/or 14), on any matter listed and/or referred to in the Schedule of Matters Reserved.

10. Rights and powers granted to the Council

The Directors have granted certain rights and powers to the Council, the extent and terms of

such rights and powers being as set out in Appendix B to the Articles.

11. Committees

- 11.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 11.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.
- 11.3 Notwithstanding the foregoing, as a minimum there will be the Board Standing Committees which will report to the Directors, the terms of reference for each Board Standing Committee being as respectively set out in Rules from time to time.

PART 3

BOARD OF DIRECTORS

DECISION-MAKING BY DIRECTORS

12. Directors to take decisions collectively

The general rule about decision-making by the Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Articles 13 or 14.

13. Majority decisions by written resolution

- 13.1 The Directors may make decisions by way of resolution in writing. Each eligible Director must be given notice and a copy in writing of any proposed written resolution.
- 13.2 A decision of the Directors is taken in accordance with this Article 13 when a majority of eligible Directors indicate their agreement to the resolution in writing by either:
 - (A) signing a copy of the resolution; or
 - (B) indicating in writing to the Company Secretary (or all of the other Directors), in a form satisfactory to the Company Secretary, their agreement to the resolution.
- 13.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 13.4 A decision may not be taken in accordance with this Article if the eligible Directors (indicating agreement) would not have formed a quorum at such a Directors' meeting.

14. Unanimous decisions

- 14.1 Without prejudice to Article 13, a decision of the Directors is taken in accordance with this Article 14 when all eligible Directors indicate their agreement to each other by any means that they share a common view on a matter.
- 14.2 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 14.3 A decision may not be taken in accordance with this Article if the eligible Directors would not

have formed a quorum at such a Directors' meeting.

15. Casting vote

- 15.1 Subject to Article 15.2, if the numbers of votes for and against a proposal which has been put to the Directors are equal, the Chair (or other Director chairing the Directors' meeting) has a casting vote.
- 15.2 The Chair (or other Director chairing the Directors' meeting) will not have a casting vote if, in accordance with the Articles, the Chair (or other Director chairing the Directors' meeting, as applicable) is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. Records of decisions to be kept

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

17. Directors' discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit: (a) about how they take decisions; (b) about how such rules are to be recorded or communicated to Directors; and (c) for the better administration of the Company.

DIRECTORS' MEETINGS

18. Calling a Directors' meeting

- 18.1 The Directors must meet sufficiently regularly in order to discharge their duties effectively.
- 18.2 Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors or by authorising the Company Secretary (if any) to give such notice.
- 18.3 Notice of any Directors' meeting must indicate:
- (A) its proposed date and time;
 - (B) where it is to take place if it is to take place in person; and
 - (C) if it is anticipated that Directors participating in the meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the meeting.
- 18.4 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 18.5 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

19. Participation in Directors' meetings

- 19.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- (A) the meeting has been called and takes place in accordance with the Articles; and

- (B) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

19.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other. There is no requirement that two or more persons be in the same physical place as each other in order for the meeting to proceed.

19.3 If all the Directors participating in a meeting are not in the same physical place, they may decide that the meeting is to be treated as taking place wherever any of them is.

19.4 For the avoidance of any doubt, a meeting may be held in-person, by telephone call, by video conference call, by a hybrid of the foregoing options or otherwise in any way that a simple majority of eligible Directors may agree.

20. Quorum for Directors' meetings

20.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

20.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than five and, unless otherwise fixed, it is five and, in any event, must include:

- (A) at least three independent non-executive Directors (such as the Chair and/or Independent Board Member(s)); and

- (B) at least one of the following: the President, the Deputy President or a Council-Nominated Board Member.

20.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- (A) to appoint further Directors; or

- (B) to call a general meeting so as to enable the Members to appoint further directors.

21. Chairing of Directors' meetings

21.1 The Chair will chair Directors' meetings.

21.2 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, then the Senior Independent Director will chair the Directors' meeting. If neither the Chair nor the Senior Independent Director is participating in a Directors' meeting within ten minutes of the time at which it was to start, then the participating Directors must appoint one of themselves to chair it.

22. Conduct of Directors' meetings

Subject to any relevant provision in the Articles to the contrary, the Directors may regulate their own proceedings, and adopt such procedures for the consideration of a matter, as they see fit. The chairperson of a Directors' meeting (having consulted with the Company Secretary on any relevant provisions of the Articles and Rules) will be responsible for all matters of procedure relating to such meeting and the chairperson of the meeting's decision on such matters of procedure will be final and binding.

23. Conflicts of interest

- 23.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an “**Interested Director**”) breaching a duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (“**Conflict**”).
- 23.2 Any authorisation under this Article will be effective only if:
- (A) the matter in question has been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of the Articles or in such other manner as the Directors may determine;
 - (B) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested Director; and
 - (C) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director’s and any other interested Director’s vote had not been counted.
- 23.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):
- (A) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - (B) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at Directors’ meetings or otherwise) related to the Conflict;
 - (C) provide that the Interested Director will or will not be counted as participating in the decision-making process for quorum or voting purposes in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - (D) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (E) provide that, where the Interested Director obtains, or has obtained (through that Interested Director’s involvement in the Conflict and otherwise than through that Interested Director’s position as a Director) information that is confidential to a third party, the Interested Director will not be obliged to disclose that information to the Company, or to use it in relation to the Company’s affairs where to do so would amount to a breach of that confidence; and
 - (F) permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any Directors’ meeting and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 23.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct themselves in accordance with any terms imposed by the Directors in relation to the Conflict.
- 23.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 23.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any

remuneration, profit or other benefit which the Director derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract will be liable to be avoided on such grounds.

23.7 Subject to Article 23.3(C) to the extent relevant and to Article 23.8, if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

23.8 But if Article 23.9 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.

23.9 This Article 23.9 applies when:

- (A) the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
- (B) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (C) the Director's conflict of interest arises from a permitted cause.

23.10 For the purposes of this Article, the following are permitted causes:

- (A) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
- (B) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- (C) arrangements pursuant to which benefits are made available to employees and Directors or former employees and former Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

23.11 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

23.12 Subject to Article 23.13, if a question arises at a Directors' meeting or at a meeting of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair (or the chairperson of the relevant meeting, if different) whose ruling in relation to any Director other than the Chair (or the chairperson of the relevant meeting, if applicable) is to be final and conclusive.

23.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair (or the chairperson of the relevant meeting, if different), the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair (or the chairperson of the relevant meeting, where applicable) is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

24. Attendance of Company Secretary at Directors' meetings

The Company Secretary may attend Directors' meetings in their capacity as the Company's company secretary, unless the Chair directs otherwise. Such attendance will not carry voting rights.

25. Invitees to Directors' meetings

A Directors' meeting may be attended in whole or in part by any person invited by the Chair to speak on particular business. Such attendance will not carry voting rights and will normally be confined to specific item(s) on the agenda.

26. Meetings of non-executive Directors

In addition to the Directors' meetings, the Chair should hold meetings with only the non-executive Directors and/or with the non-executive Directors and the Chief Executive, without any other executive person (including the Finance Director and Company Secretary) present.

APPOINTMENT AND RESIGNATION / REMOVAL OF DIRECTORS

27. Methods of appointing Directors

27.1 Subject to Article 27.2, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

- (A) by ordinary resolution; or
- (B) by a decision of the Directors (including where required to give effect to an appointment process in accordance with and in terms of the Rules),

provided that at no point may the number of Directors exceed fourteen.

27.2 Subject to the Companies Acts and Sports Governance Code, the number of Directors and composition of the Board will be as set out in the Rules from time to time.

27.3 In the event of any casual vacancy on the Board, the appointment process set out in the Rules for the particular vacancy will be followed in order to fill the position. No interim appointment will be made.

28. Board evaluation

The Board, led by the Chair, will comply with the requirements of the Sports Governance Code (and other good governance practice) in evaluating the effectiveness of the Board and each individual Director on a regular basis.

29. Termination of Director's appointment

A person ceases to be a Director as soon as:

- 29.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or any other provision of the Articles, or is prohibited from being a Director by law;
- 29.2 a bankruptcy order is made against that person;
- 29.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

- 29.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than six months;
- 29.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 29.6 in the case of the President, Deputy President or a Council-Nominated Board Member, the Council resolves that that person should be removed from that office (and so will automatically also be removed from their *ex officio* position as a Director);
- 29.7 no less than 75% (seventy five per cent) of all eligible Directors (being those Directors entitled to vote on the matter and who are not the subject of the vote to remove) resolve that that person should be removed from office as a Director; or
- 29.8 the Members resolve (by ordinary resolution in accordance with section 168 of the Companies Act 2006) that that person should be removed as a Director.

DIRECTORS' REMUNERATION AND EXPENSES

30. Directors' remuneration

- 30.1 Directors may undertake any services for the Company that the Directors decide.
- 30.2 Directors are entitled to such remuneration as the Directors determine for their services to the Company as Directors.
- 30.3 Subject to the Articles, a Director's remuneration may:
- (A) take any form, and
 - (B) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 30.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 30.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

31. Directors' expenses

- 31.1 Subject to Article 31.2, the Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- (A) meetings of Directors or committees of Directors; or
 - (B) general meetings,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.
- 31.2 Any claim for expenses by a Director may be made only if in accordance with the Company's policy on the payment of expenses from time to time.

PART 4

COUNCIL

32. Establishment / existence of the Council

There will be a Council which will be constituted under and in accordance with the provisions set out in the Rules and with the rights and powers referred to in Article 10.

PART 5

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

33. Applications for membership

33.1 Subject to Article 33.3, no person will become a Member of the Company unless:

- (A) that person has completed an application for membership in a form approved by the Directors; and
- (B) the Directors have (after consulting with the Council) approved the application.

For the avoidance of doubt, a new Member will not automatically be granted the right to nominate a candidate for appointment as a Voting Council Member. Approval from both the Directors and the Council will be required in relation to (i) the grant to the new Member of the right to nominate a candidate for appointment as a Voting Council Member, and also (ii) the amendment of Schedule One to the Rules to reflect this.

33.2 Subject to Article 33.3, no person will have any entitlement to become a Member of the Company and the decision as to whether or not to approve any application for membership will be at the entire discretion of the Directors (after consulting with the Council).

33.3 If an existing Member transfers its entire assets, business and undertaking to a new incorporated legal entity which is to continue and carry on all, or substantially all, of the activities of the existing Member in its place, then:

- (A) the Directors will not require to consult with the Council on any application for membership from such new incorporated legal entity and the Directors will not unreasonably withhold their approval of the application, which may be conditional upon the existing Member voluntarily withdrawing from membership of the Company as set out in Article 35.3 immediately before the new incorporated legal entity is admitted as a Member;
- (B) upon admission as a Member, such new incorporated legal entity will be granted the right to nominate a candidate for appointment as a Voting Council Member if the existing Member had such a right (without any approval from the Council being required to such grant);
- (C) the Directors may approve that Schedule One to the Rules is amended to reflect the above (without any approval from the Council); but
- (D) in no event will there be a transfer of the existing Member's membership interest to the new incorporated legal entity.

34. Conditions of membership

34.1 Each Member agrees, as a continuing and material condition of membership of the Company:

(A) to be bound by and subject to:

- (i) the Articles;
- (ii) the Rules;
- (iii) the Disciplinary Code;
- (iv) the Code of Conduct;
- (v) in the case of the County Associations and the Island Associations, the County and Island Association Governance Framework;
- (vi) in the case of Tennis Scotland, the “Scottish Governing Body Governance Framework” (or its successor) as issued by The Scottish Sports Council, trading as sportscotland, from time to time; and
- (vii) in the case of Tennis Wales, the “Governance and Leadership Framework for Wales” (or its successor) as issued by The Sports Council for Wales, trading as Sport Wales, from time to time; and
- (viii) the Participation Condition;

(B) to pay the annual Member’s subscription fee to the Company in respect of each membership year, which will:

- (i) be deemed to include any taxation which may be chargeable by the Company on it;
- (ii) be in an amount approved by the Directors from time to time (after having consulted with the Council), which amount will continue to be the annual Member’s subscription fee unless and until a different amount is approved in accordance with this Article for any future membership year; and
- (iii) fall due for payment by the date falling two months after the date of commencement of the relevant membership year in respect of which it is payable;

declaring that the Directors will determine the membership year from time to time, which will ordinarily be (and will be no less than) a period of twelve months but, in respect of 2021 to 2022, will include no less than the period from 1 October 2021 to 30 September 2022;

(C) to ensure that the Member’s Connected Parties are bound by and (as a condition of membership, association, registration, election or as otherwise appropriate) agree to be subject to:

- (i) the Rules;
- (ii) the Disciplinary Code;
- (iii) the Code of Conduct;

(iv) the Regulatory Documents (to the extent that they are applicable to the particular Member's Connected Party); and

(v) the Participation Condition,

such agreement to contain an express acknowledgement that, subject to Article 34.2, the Contracts (Rights of Third Parties) Act 1999 applies and that the Company will be entitled to enforce any breach at its option and in its sole discretion;

(D) to ensure that each of its Registered Organisation's Connected Parties are bound by and (as a condition of membership, association, registration, election or as otherwise appropriate) agree to be subject to:

(i) the Rules;

(ii) the Disciplinary Code;

(iii) the Code of Conduct; and

(iv) the Regulatory Documents (to the extent that they are applicable to the particular Registered Organisation's Connected Party),

such agreement to contain an express acknowledgement that, subject to Article 34.2, the Contracts (Rights of Third Parties) Act 1999 applies and that the Company will be entitled to enforce any breach at its option and in its sole discretion; and

(E) to support the Company in enforcing any breach, sanction or similar against the Member's Connected Parties, the Registered Organisation's Connected Parties of that Member and, where applicable, another Member(s).

34.2 Where a Member has its registered office, or is otherwise located, in Scotland, the agreements referred to in Articles 34.1(C) and 34.1(D) will contain an express acknowledgement that the Contract (Third Party Rights) (Scotland) Act 2017 applies and that the Company will be entitled to enforce any breach at its option and in its sole discretion.

34.3 Any sanction for breach of the conditions in this Article will be determined by the Directors, which may include termination of membership of the Company in terms of Article 35.

34.4 The undertakings in Articles 34.1(C) and 34.1(D) are in addition and without prejudice to any agreement or undertakings (whether express or implied) obtained by or available to the Company directly from a Member's Connected Party or a Registered Organisation's Connected Party.

35. Termination of membership

35.1 Membership of the Company is not transferable.

35.2 A person's membership of the Company automatically terminates when that person dies or ceases to exist.

35.3 A Member may voluntarily withdraw from membership of the Company by giving written notice to that effect to the Company Secretary at any time. Where such notice is given after the first day of the relevant membership year, then it will be liable to pay its full annual Member's subscription fee for that membership year.

35.4 In connection with the breach of any condition of membership set out in Article 34, the Directors may:

- (A) after consultation with the Council, terminate the membership of any person as a Member of the Company; or
- (B) provided that the conduct of the Member is not being dealt with in terms of the Disciplinary Code, impose any other sanction that they determine to be appropriate,

declaring however that, in the case of a failure to pay the annual Member's subscription fee in full:

- (i) by the date falling two months after the date of commencement of the relevant membership year in respect of which it is payable, the Directors may resolve that such Member is not eligible for grants, loans and/or any other advantages which may be offered to Members by the LTA and/or LTA Group and/or (after consultation with the Council) suspend any Voting Council Member nominated to the Council by that Member; and/or
- (ii) by the date falling six months after the date of commencement of the relevant membership year in respect of which it is payable, the Directors may resolve to terminate that Member's membership of the Company by giving notice in writing to that effect to the Member in question.

ADMINISTRATION

36. Membership returns

36.1 If so requested by the Company Secretary (or their designee), each Member will send to the Company Secretary (or their designee) a complete and certified list (as at a stated date) of, as applicable:

- (A) the persons who are members (or, as applicable, shareholders) of that Member, including all (if any) Registered Organisations who are members of it; and/or
- (B) the names, addresses, contact details and official position held of each of its management committee, board or equivalent body (as applicable); and/or
- (C) the names, addresses, contact details and official position held of each of the management committee, board or equivalent body (as applicable) of the Registered Organisations who are members of that Member.

36.2 Failure to make such a membership return within the period stipulated by the Company Secretary (or their designee), which will be no less than 28 (twenty eight) days from the date of request, will be deemed to be, and to have the same consequences as, non-payment of the Member's subscription fee under the Articles.

ORGANISATION OF GENERAL MEETINGS

37. Requirement for an annual general meeting

37.1 The Company will be required to hold an annual general meeting.

37.2 Subject to Articles 37.3 and 37.4, the provisions in the Articles relating to a general meeting will apply to an annual general meeting.

37.3 No more than one annual general meeting may be held in any one financial year.

37.4 The business to be transacted at the annual general meeting will include:

- (A) the receipt and consideration of the Annual Report for the previous financial year;
- (B) the appointment of the auditors of the Company for the upcoming financial year / until the conclusion of the next annual general meeting of the Company;
- (C) the authorisation of the Audit Committee to set the fees of the auditors for and on behalf of the Directors;
- (D) the consideration of any resolution:
 - (i) of which due notice has been given; and
 - (ii) which does not fall within the categories described in section 303(5)(a) to (c) of the Companies Act 2006.

38. Calling a general meeting

38.1 Subject to section 306 (*power of court to order meeting*) and section 518 (*rights of resigning auditor*) of the Companies Act 2006, a general meeting of the Company may be called (and a resolution to be considered at such general meeting may be proposed) at any time either:

- (A) by the Directors; or
- (B) (subject to compliance with the requirements of section 303 of the Companies Act 2006) by the Members with the requisite percentage of voting rights requiring the Directors to call a general meeting in accordance with the Directors' duties in terms of section 304 of the Companies Act 2006.

38.2 Notice of a general meeting must state:

- (A) its proposed date and time;
- (B) where it is to take place;
- (C) if it is anticipated that Members (or proxies for Members) participating in the general meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the general meeting;
- (D) the general nature of the business to be transacted at the general meeting; and
- (E) the full text of all (if any) resolutions which the Members will be asked to consider and vote upon at the general meeting, together with copies of any relevant accompanying documentation (such as the Annual Report).

38.3 Notice of a general meeting must be given by the Company to each Member and each Director in accordance with Article 55, and to the auditors of the Company.

38.4 A copy of any notice of a general meeting may also be sent to Councillors and/or Registered Organisations for information only.

38.5 Subject to section 307 of the Companies Act 2006, each Member and each Director must be given at least fourteen clear days' notice of any general meeting. In order to determine the latest date on or by which the notice must be posted or sent (or notification given that it is on a website) so as to comply with the requirements of the Companies Act 2006 (including sections 360 and 1147), the required minimum fourteen day notice period will:

- (A) commence on (and include) the third working day after (and excluding) the date on which the notice is posted or sent (as applicable); and
- (B) not include the date of the general meeting.

38.6 The accidental failure to give, or the non-receipt of, any notice to or by any person entitled to receive it will not invalidate any resolution passed, or the proceedings, at any general meeting.

39. Attendance, speaking and voting at general meetings by Members (or proxies of Members)

39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

39.2 A person is able to exercise the right to vote at a general meeting when:

- (A) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (B) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

39.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

39.4 In determining the valid constitution of, and attendance at, a general meeting, there is no requirement for any two or more Members (or proxies for Members) to be in the same physical place as each other. Where two or more Members (or proxies for Members) are not in the same physical place as each other, the meeting will be deemed to take place where the chairperson of the general meeting is physically present.

39.5 Two or more persons who are not in the same physical place as each other attend a general meeting if their circumstances are such that, if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

39.6 For the avoidance of any doubt, a meeting may be held in-person, by telephone call, by video conference call or by a hybrid of the foregoing options, or otherwise in any way that a simple majority of the Members may agree.

40. Attendance and speaking at general meetings by Directors and non-members

40.1 Directors, the Company Secretary and Voting Council Members may attend and speak at general meetings, whether or not they are Members (or proxies for Members).

40.2 The chairperson of the general meeting may permit other persons who are not Members (or proxies for Members) to attend and/or speak at a general meeting.

41. Quorum for general meetings

41.1 No business other than the appointment of the chairperson of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

41.2 Ten persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member, will be a quorum.

42. Chairing general meetings

- 42.1 The general meeting will be chaired by the President and, in the absence of the President, by the Chair.
- 42.2 If the President or Chair is unable or unwilling to chair the general meeting or is not present within ten minutes of the time at which a general meeting was due to start:
- (A) the Directors present; or
 - (B) (if no Directors are present), the meeting,
- must appoint a Director or Member (or proxy for a Member) to chair the meeting, and the appointment of the chairperson of the general meeting must be the first business of the meeting.
- 42.3 The person chairing a meeting in accordance with this Article is referred to as “the chairperson of the general meeting”.
- 42.4 The chairperson of the general meeting (having consulted with the Company Secretary on any relevant provisions of the Articles and Rules) will be responsible for all matters of procedure relating to such meeting and the chairperson of the general meeting’s decision on such matters will be final and binding. Any person disobeying the ruling of the chairperson of the general meeting may be suspended by ordinary resolution of the meeting.

43. Adjournment

- 43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairperson of the general meeting must adjourn it.
- 43.2 The chairperson of the general meeting may adjourn a general meeting at which a quorum is present if:
- (A) the meeting consents to an adjournment; or
 - (B) it appears to the chairperson of the general meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 43.3 The chairperson of the general meeting must adjourn a general meeting if directed to do so by the meeting.
- 43.4 When adjourning a general meeting, the chairperson of the general meeting must:
- (A) either specify the date, time and place to which it is adjourned or state that it is to continue on/at a date, time and place to be fixed by the Directors; and
 - (B) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 43.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven clear days’ notice of it (the latest date on or by which notice must be posted or sent (or notification given that it is on a website) will be calculated in the same way, albeit for a seven day period rather than a fourteen day period, as set out in Article 38.5(A) and (B)):

- (A) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (B) containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44. Voting: general

- 44.1 Each Member whose subscription is not in arrears will be entitled to one vote on any resolution tabled at a general meeting.
- 44.2 A resolution put to the vote of a general meeting must be decided on a show of hands (either in person or, provided that there is equivalent practical effect, in electronic form and/or through electronic means) unless a poll is duly demanded in accordance with the Articles.

45. Casting vote of chairperson of the general meeting

Where a decision by a simple majority only is required and there is an equal number of votes cast for and against the resolution, there will be a second count and, if upon such second count there are again an equal number of votes cast for and against it, then the chairperson of the general meeting will have a casting vote, provided that the chairperson of the general meeting is a Member or a proxy for a Member. Otherwise, the chairperson of the general meeting will not have a casting vote.

46. Errors and disputes

- 46.1 No objection may be raised to the qualification of any person voting at a general 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.
- 46.2 Any such objection must be referred to the chairperson of the general meeting whose decision is final.

47. Poll votes

47.1 A poll on a resolution may be demanded:

- (A) in advance of the general meeting where it is to be put to the vote; or
- (B) at a general meeting, either before a show of hands (either in person or, provided that there is equivalent practical effect, in electronic form and/or through electronic means) on that resolution or immediately after the result of a show of hands on that resolution is declared.

47.2 A poll may be demanded by:

- (A) the chairperson of the general meeting;
- (B) the Directors;
- (C) five or more persons who have the right to vote on the resolution; or

- (D) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

47.3 A demand for a poll may be withdrawn if:

- (A) the poll has not yet been taken; and
- (B) the chairperson of the general meeting consents to the withdrawal.

47.4 Polls must be taken immediately and in such manner as the chairperson of the general meeting directs.

48. Content of proxy notices

48.1 Subject to Article 50, proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

- (A) states the name and address of the Member appointing the proxy;
- (B) identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;
- (C) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (D) is delivered to the Company at least two working days before the start of the meeting or adjourned meeting to which it relates, in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting to which they relate.

48.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. Unless the Company requires otherwise, a proxy notice will be in the following form (or in a form as near to it as circumstances allow or in any other form which the Directors may approve):

LAWN TENNIS ASSOCIATION LIMITED (“Company”)

Proxy notice for use by Members in respect of the [annual] general meeting of the Company convened for [] 20[]

*I/We,
(FULL NAME IN BLOCK CAPITALS)*

*of
(ADDRESS IN BLOCK CAPITALS)*

being a Member of the Company, hereby appoint the chairperson of the general meeting OR the following person:

*.....
(FULL NAME IN BLOCK CAPITALS)*

as my/our proxy to exercise all or any of my/our rights to attend, speak and vote (in respect of my/our voting entitlement) for me/us and on my/our behalf at the [annual] general meeting of the Company to be held on [] 20[] at [] a.m./p.m.] and at any adjournment of it.

I/We wish my/our proxy to vote as indicated below in respect of the resolutions to be proposed at the meeting. Please give instructions to your proxy by ticking the appropriate box alongside each resolution.

Resolutions	For	Against	Vote Withheld

Signature:

Full name of signatory (in block capitals):

Official position of signatory (in block capitals):

Date:

48.3 A proxy notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

48.4 Unless a proxy notice indicates otherwise, it must be treated as:

(A) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(B) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

49. Delivery of proxy notices

49.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

49.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

49.3 A notice revoking a proxy appointment only takes effect if it is delivered at least two working days before the start of the meeting or adjourned meeting to which it relates and complies with all (if any) relevant instructions contained in the notice of the general meeting.

49.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

50. Nominated Councillor deemed to be proxy for Nominator

- 50.1 Subject to Article 50.2, a Nominated Councillor will be deemed to be the proxy for their Nominator (without any requirement for a proxy notice to be completed), except where a Member is entitled to nominate more than one candidate for appointment as a Voting Council Member (in accordance with Schedule One to the Rules), in which case the longer/longest serving Nominated Councillor will be deemed to be the proxy (to the exclusion of the/any other Nominated Councillor).
- 50.2 A Member will be entitled, at any time at least two working days before the start of the meeting or adjourned meeting to which it relates, to notify the Company in writing (with a copy to its Nominated Councillor) that Article 50.1 will not apply in respect of the relevant meeting, such that the Nominated Councillor will not be its proxy for the purposes of the relevant meeting, and such notice will be accompanied by a completed proxy notice from the Member.
- 50.3 A Member may direct its Nominated Councillor (as its proxy) how they are to vote (or that they are to abstain from voting) on one or more resolutions, and the Nominated Councillor will comply with such direction.

51. Amendments to resolutions

- 51.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (A) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than two working days before the meeting is to take place (or such later time as the chairperson of the general meeting may determine); and
 - (B) the proposed amendment does not, in the reasonable opinion of the chairperson of the general meeting, materially alter the scope of the resolution.
- 51.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (A) the chairperson of the general meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (B) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 51.3 The chairperson of the general meeting will determine (at the sole discretion of the chairperson of the meeting) how to deal with multiple amendments to the same resolution.
- 51.4 If the chairperson of the general meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

PART 6

AMENDMENT OF DOCUMENTATION

52. Amendment of the Articles

- 52.1 Subject to Article 52.2, a proposal to amend the Articles may be made at any time by either:

- (A) Members with the requisite percentage of the total voting rights in accordance with the terms of the Companies Act 2006; or
 - (B) the Directors,
- and by no other person.

52.2 Any proposed amendments to the Articles must:

- (A) be compliant with the requirements of the Companies Act 2006; and
- (B) comply and be consistent with the requirements of the Sports Governance Code.

52.3 A proposal to amend the Articles (provided that it is made in accordance with Articles 52.1 and 52.2) will be put to a general meeting of the Company as a special resolution (or put to the Members by way of a written resolution) and will be as determined by the Members from time to time in compliance with the Companies Act 2006.

53. Amendment of the Rules

53.1 Subject to Article 53.2, a proposal to amend the Rules may be made at any time by:

- (A) six Voting Council Members collectively;
- (B) the Directors; or
- (C) the Company Secretary,

and by no other person.

53.2 Any proposed amendments to the Rules must:

- (A) be compliant with any relevant requirements of the Companies Act 2006; and
- (B) comply and be consistent with the requirements of the Sports Governance Code.

53.3 A proposal to amend the Rules (provided that it is made in accordance with Articles 53.1 and 53.2) will be put to the relevant body/ies for approval. The relevant body/ies for approval are as set out in the Amendment Approval Matrix. Except as set out in the Amendment Approval Matrix, approval from no other person will be required.

53.4 The Company Secretary (or their designee) will notify the Directors or the Council (as applicable) of any approval made by the other in terms of Article 53.3 and make a copy of the document so approved available (which may be on the Company's website) to the other for information only.

54. Approval of documents which are matters reserved to the Directors

54.1 The introduction, renewal and/or amendment of the Disciplinary Code, a Code of Conduct, any Regulatory Document, the County and Island Association Governance Framework or similar document will require the approval of the Directors but will not require approval from any other person(s).

54.2 The Company Secretary (or their designee) will notify the Council of any approval made in terms of Article 54.1 and make a copy of the document so approved available (which may be on the Company's website) to the Council for information only.

PART 7

ADMINISTRATIVE ARRANGEMENTS

55. Means of communication to be used

55.1 Except where expressly stated to the contrary in the Articles or Rules (as applicable), any notice or other communication which is to be given or sent (in terms of the Articles or Rules) to any Member, Director, Councillor, member of a Board Standing Committee, member of the DTAG, member of any DTAG Workstream and/or any other person, may be sent (at the discretion of the sender):

- (A) in hard copy form;
 - (B) in electronic form; or
 - (C) by means of a website (in accordance with section 309 of the Companies Act 2006),
- or partly by one such means and partly by another.

56. No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

57. Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

PART 8

DIRECTORS' INDEMNITY AND INSURANCE

58. Indemnity

58.1 Subject to Article 58.2, a relevant director, a relevant Councillor or any relevant member of any board, committee, panel or sub-committee of the Company or associated company may be indemnified out of the Company's assets against:

- (A) any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (B) any liability incurred by that person in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (C) any other liability incurred by that person as an officer of the Company or an associated company.

58.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

58.3 In this Article:

- (A) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (B) a “relevant director” means any Director or former Director or director or former director of an associated company;
- (C) a “relevant Councillor” means any Councillor or former Councillor; and
- (D) a “relevant member of any board, committee, panel or sub-committee” means any present or former member of any board, committee, panel or sub-committee.

59. Insurance

59.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director and/or other officer of the Company (and/or of any other member of the LTA Group) in respect of any relevant loss.

59.2 In this Article:

- (A) a “relevant director” means any Director or former Director or director or former director of an associated company;
- (B) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director or officer in connection with that director’s or officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company, and
- (C) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

APPENDIX A

SCHEDULE OF MATTERS RESERVED TO THE DIRECTORS

1. Determination and approval of the Company's (and, as applicable, the LTA Group's) vision, mission, values and strategy.
2. Approval of the Company's (and, as applicable, the LTA Group's) business plan, forecast and budget from time to time, both annual and longer term.
3. Determination and approval of the scope, extent and conditions of any delegation of authority to:
 - a. approve financial expenditure or indebtedness (with any financial expenditure or indebtedness to which a delegated authority does not apply being a matter reserved to the Board);
 - b. sign any document which creates a legally binding right of or obligation on the Company; and
 - c. act on behalf of the Company by way of the grant of any power of attorney (or similar).
4. Subject to any requirement of its insurers (in the case of a claim against which insurance is in force), approval to prosecute, defend or settle litigation (or tribunal or equivalent proceedings) by or against the Company (or any other member of the LTA Group), where any one or more of the following applies:
 - a. the estimated total amount involved (including legal fees and expenses) for such matter is in excess of that for which financial expenditure authority is delegated to the Chief Executive; or
 - b. the case is brought against or by a Director, a Councillor or a Member, in each case whether former or current; or
 - c. the case relates to allegations of a risk of harm to children or adults at risk, misconduct, corruption and/or doping and, in the reasonable opinion of the Chief Executive, there is a material risk of reputational damage.

Note: It is anticipated that paragraph 4.c. will apply in exceptional circumstances and it is not intended to capture cases dealt with in the ordinary course in terms of the Disciplinary Code.
5. Approval of the grant or provision of any guarantee, indemnity or security by or from the Company under which the maximum liability is unlimited or is greater than £1 million.
6. Upon the recommendation of the Audit Committee, approval of the Company's (and, as applicable, the LTA Group's) Annual Report and accounting policies (including reserves policy).
7. Approval of any nomination for appointment to or removal from a role/position which, in terms of the Articles or the Rules, explicitly requires approval to be obtained from the Directors, including the appointment of the Chief Executive.
8. Approval of the creation or dissolution of any Board Standing Committee, the composition of it, the members of it and its terms of reference (including any amendment of them) from time to time, and ensure that the Board receives a regular report from each Board Standing Committee.

9. Approval of the creation, acquisition, merger or similar of:
- a. any entity which would become part of the LTA Group.
 - b. any joint venture (including any separate joint venture entity), partnership or consortium between the Company (or any other member of the LTA Group) and any one or more third parties.

10. Approval of the disposal, dissolution, winding up, merger or similar of:

- a. any entity which would cease to be part of the LTA Group.
- b. any joint venture (including any separate joint venture entity), partnership or consortium between the Company (or any other member of the LTA Group) and any one or more third parties.

Note: rather than having a colloquial meaning, the term “partnership” in this schedule will have its legal meaning in terms of the Partnership Act 1890, the Limited Partnership Act 1907, the Limited Liability Partnerships Act 2000 and/or similar legislation.

11. Approval of the repurposing of any existing entity within the LTA Group.

12. Approval of any change of the Company’s name, without any approval being required from the Members.

13. Approval of a major change in the Company’s or the LTA Group’s branding or image.

14. Approval of any change relating to the capital of the Company or of any member of the LTA Group.

15. Approval of any application for membership of the Company in terms of Article 33, which would allow that person to become a Member of the Company (prior to any approval which may also required from the Council being sought).

16. Approval of any proposal to amend the Articles (except such a proposal from the Members).

17. Approval of, and of any amendment to:

- a. a part of the Rules which explicitly requires approval from the Directors in terms of the Amendment Approval Matrix;
- b. the Disciplinary Code;
- c. a Code of Conduct;
- d. the Regulatory Documents; and
- e. the County and Island Association Governance Framework.

18. Approval and adoption of appropriate and proportionate policies and procedures for the Company and wider LTA Group and ensuring that they are communicated to, and understood and followed by, Directors and employees, and that they are reviewed and updated in accordance with the review schedule, including policies and procedures covering the following (as a minimum):

- a. Anti-bribery / bribery prevention.
- b. Conflicts of interest.

- c. Data protection / privacy.
- d. Health and safety.
- e. Modern slavery and human trafficking.
- f. Safeguarding / protection of children and adults at risk.

19. Determination and approval of the Company's (or, as applicable, the LTA Group's) risk appetite and receiving reports on, and reviewing the effectiveness of, the Company's (or, as applicable, the LTA Group's) risk management and internal control systems.

Whilst all of the matters listed above are reserved for a decision of the Board, this list is not exclusive and does not derogate from (a) the Board's overall duties and responsibilities as a matter of law or (b) the Board's right to require that any matter which it considers relevant (irrespective of whether it has been delegated or not) be brought to the Board for decision and/or information purposes.

APPENDIX B

RIGHTS AND POWERS GRANTED TO THE COUNCIL

In terms of the Sports Governance Code:

- (i) the Board is the “ultimate decision-making body” and is to “exercise all of the powers” of the Company; and
- (ii) the Council “shall not be able to override the Board but may have reasonable rights to consultation and constructive challenge”.

The rights so granted to the Council are set out in this Appendix B.

Right to approve:

1. Any amendment to a part of the Rules which, in terms of the Amendment Approval Matrix, explicitly requires approval to be obtained from the Council.
2. Any grant of a right to a new Member to allow the new Member to nominate a candidate for appointment as a Voting Council Member and also the amendment of Schedule One to the Rules to add and reflect this, provided that this right and this amendment has first been approved by the Directors.
3. Any nomination for appointment to or removal from a role/position which, in terms of the Rules, explicitly requires approval to be obtained from the Council, including for (i) the nomination of candidates for the position of President, Deputy President or Council-Nominated Board Member, or (ii) removal of a person from such position (other than at expiry of a term of appointment).

Note: Any decision to approve or refuse approval must be taken in accordance with the provisions dealing with decision-making by the Council in terms of the Rules.

Right to be consulted on:

4. Any amendment by the Directors to, or update of, the Company’s then current vision, mission and/or business strategy.
5. Any application for membership of the Company in terms of Article 33, which would allow that person to become a Member of the Company.
6. The suspension of a Voting Council Member in terms of Article 35 where their Nominator has not paid its subscription fee (as a Member) within the designated period;
7. Any termination of membership of a Member in terms of Article 35.
8. The amount of an annual subscription fee (if applicable) payable by (a) Members to the Company and/or (b) Registered Organisations to Members.
9. Any proposal to make an amendment to the County and Island Association Governance Framework.
10. Any proposal to make a material amendment to the terms of the AELTC Agreement which directly relate to the privileges available only for members of the Council.

Right to receive information, and to request further information to the extent such a request is reasonable, on:

11. The Company's Annual Report, primarily by the provision of a copy of it.
12. Progress by the Company against its then current business strategy and any strategic projects and/or initiatives.

Note: This right does not extend to requiring the Company or the Directors to create any new document or to present information in any particular form.

13. Any proposal to make a material amendment to the terms of the AELTC Agreement (other than any proposal, or the relevant part of any proposal, which falls within the scope of paragraph 10 above).

Right to be notified of:

14. The appointment / resignation / removal of (i) any Director to / from the Board, (ii) the Senior Independent Director, (iii) the Company Secretary and (iv) any member of a Board Standing Committee.
15. The topic, focus area and/or project for each DTAG Workstream (together with its specific objectives) from time to time and the appointment of a DTAG Workstream Lead and the members of each such DTAG Workstream;
16. Any amendment of or to a part of the Rules, in respect of which approval (to such amendment) from the Council is not required in accordance with the terms of the Amendment Approval Matrix.
17. Any amendment of or to the Disciplinary Code, a Code of Conduct or any Regulatory Document.

APPENDIX C

LIST OF KEY RIGHTS OF THE MEMBERS IN THE GOVERNING DOCUMENTS

The following is not (and is not intended to be) a summary of any and all statutory rights which a Member may have by virtue of being a member of LTA.

Subject to the specific terms of the relevant provisions:

Limited liability of a Member	Article 3
Members' reserve power to direct Directors to take or not take specified action	Article 7
Appoint a Director	Article 27
Remove a Director	Article 29.8
Require Directors to call a general meeting and propose a resolution for a general meeting	Article 38
Attend (or send proxy to) a general meeting	Article 39
Have one vote on each resolution at a general meeting	Article 44
Approve any amendment to the Articles	Article 52
Nominate candidate(s) for appointment as a Voting Council Member (where applicable)	Part D of, and Schedule One to, the Rules
Remove its Nominated Councillor	Part D of the Rules

APPENDIX D

RULES AMENDMENT APPROVAL MATRIX

In order to make any amendment to a part of the Rules, approval is required only from the body/ies with “Approve” in the column under their name in the row corresponding to the particular part of the Rules which it is proposed be amended.

Relevant part of the Rules	Relevant part description from the Rules	Audit Committee	Nomination Committee	Remuneration Committee	Directors	Council
A.	General				Approve	Approve
B.	Appointments to the Board		Approve		Approve	Approve (but only in respect of amendments which either (i) directly affect the position of the President, Deputy President or Council-Nominated Board Members or (ii) reduce the proportion of Directors nominated by Council)
C.	Appointment of President, Deputy President and Council-Nominated Board Members		Approve		Approve	Approve
D.	Appointments to the Council		Approve		Approve	Approve
E.	Meetings of the Council				Approve	Approve
F.	Council decision making				Approve	Approve
G.	Committees and advisory / project / working groups				Approve	
H.	Development Tennis Advisory Group				Approve	
I.	LTA Group representation on third party bodies / organisations				Approve	

Relevant part of the Rules	Relevant part description from the Rules	Audit Committee	Nomination Committee	Remuneration Committee	Directors	Council
J.	Registered Organisations (including Participation Condition)				Approve	Approve
K.	Players and eligibility				Approve	
L.	Tournaments and sanctions				Approve	
Schedule One	Full list of Members, grouping of counties/areas and entitlement to nominate a Councillor				Approve	Approve (but only in respect of (i) any amendment to the right of an existing Member to nominate a person(s) as a Councillor(s) or (ii) the grant of a right to a new Member to nominate a person(s) as a Councillor(s))
Schedule Two	Role profiles - Chair - Chief Executive - President		Approve		Approve	Approve (but only in respect of the President)
Schedule Three	Role profile – Councillor		Approve		Approve	Approve
Schedule Four	Fit and Proper Person Test		Approve		Approve	
Schedule Five	Audit Committee terms of reference	Approve			Approve	
Schedule Six	Nomination Committee terms of reference		Approve		Approve	
Schedule Seven	Remuneration Committee terms of reference			Approve	Approve	
Schedule Eight	Development Tennis Advisory Group terms of reference				Approve	
Schedule Nine	Indicative calendar of standard business for meetings of the Board				Approve	

Relevant part of the Rules	Relevant part description from the Rules	Audit Committee	Nomination Committee	Remuneration Committee	Directors	Council
Schedule Ten	Indicative calendar of standard business for meetings of the Council				Approve	Approve