

THE COMPANIES ACT 1985 to 2006 (updated)

COMPANY LIMITED BY GUARANTEE AND DOES NOT HAVE A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

TENNIS SCOTLAND (the "Company")

PART 1

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) "Annual General Meeting" means the meeting held in accordance with article 5.1;
- (b) "the Articles" means these articles of association of the Company as amended from time to time;
- (c) "Authorised Person" means in relation to a Club Member or Associate Member such person or persons who are recognised by the Board to have the authority to represent and act on behalf of the relevant Club Member or Associate Member (including but not limited to any person who is the president, chair, secretary or other authorised person recognised by the Company as fulfilling an equivalent role);
- (d) "the Board" means the board of Directors of the Company;
- (e) "Bye-laws" means the bye-laws of the Company adopted by the Board in accordance with these Articles from time to time;
- (f) "Business Day" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in Scotland are generally open for business;
- (g) "Chair" means the chair appointed in accordance with article 6.5;
- (h) "Chief Executive Officer" means the chief executive officer appointed in accordance with article 6.6;
- (i) "clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

- (j) "Club" means any of the entities described in article 2.1(b);
- (k) "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;
- (l) "Director" means a director of the Company appointed in accordance with articles 6.3, 6.4, 6.5, 6.6, and 6.7;
- (m) "Games" means the games of Lawn Tennis (as hereinafter defined) and padel (as governed by the Padel Rules (as hereinafter defined));
- (n) "Lawn Tennis" means the game of lawn tennis (as governed by the LTA Rules and the rules of the International Tennis Federation in place from time to time);
- (o) "Lawn Tennis Association" means the Lawn Tennis Association and its subsidiaries or its successor entity or entities;
- (p) "LTA Disciplinary Code" means the disciplinary code of the Lawn Tennis Association in force from time to time;
- (q) "LTA Rules" means the rules of the Lawn Tennis Association in force from time to time;
- (r) "Member" means the members of the Company and "Member" means any one of them;
- (s) "Non-Executive Director" means a non-executive director of the Company appointed in accordance with article 6.7;
- (t) "Office" means the registered office of the Company from time to time;
- (u) "ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;
- (v) "Padel" means the game of padel as governed by the International Padel Federation;
- (w) "Padel Rules" means the rules of the International Padel Federation in force from time to time;
- (x) "Participate" shall have the meaning set out in article 6.19;
- (y) "President" means the President of the Company;
- (z) "Rules of the Games" means the LTA Rules or Padel Rules as appropriate and the context requires;

- (aa) "Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company including a joint assistant or deputy Secretary;
- (bb) "special resolution" has the meaning given in section 283 of the Companies act 2006;
- (cc) "Subscription Paying Member" a Member of the Company who from time to time is required to pay an annual subscription fee to the Company;
- (dd) "Vice President" means the Vice President of the Company;
- (ee) "Welfare Matters" means matters relating to safeguarding, data protection and anti-doping; and
- (ff) "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.

1.2 Interpretation

- 1.2.1 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.
- 1.2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships; and every reference to Great Britain includes the Channel Islands and the Isle of Man.
- 1.2.3 For the purposes of Section 20 of the Companies Acts, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

1.3 Objects

- 1.3.1 The objectives of the Company shall be:
 - (a) to carry out the functions of the governing body of the Games in Scotland;
 - (b) to foster, encourage, promote and develop the Games and to uphold the Rules of the Games for the time being in force;

- (c) to promote the Scottish Championships and any championships and competitions and to regulate, arrange and manage all matches in connection therewith;
- (d) to sanction the holding of amateur and professional tournaments, championships, competitions and events connected with the Games in Scotland and to approve and regulate their dates, venues, timings and other arrangements;
- (e) to arrange for national and International matches and to select teams to represent Scotland at such matches;
- (f) to control, sanction and where necessary promote audio and/or audio visual coverage on any media now known or created in the future (including television and any digital, online or mobile media) in regard to the Games in Scotland and to permit associations, tournament committees, clubs and other organisations to arrange for the audio and/or audio visual coverage (whether by televising, broadcasting, transmitting, streaming or otherwise and whether on a live and/or delayed basis) of events taking place under their management or control on such terms as the Company may from time to time determine and to take such steps as may be open to the Company to retain and/or acquire any intellectual property in relation to the Games in Scotland which the law may provide;
- (g) generally to advance and safeguard the interests of the Games in Scotland and those of the Company, and to do all such acts and things as may from time to time be deemed necessary or expedient for or in connection with the Games in Scotland and the Company;
- (h) to choose to affiliate to any appropriate and recognised International body or federation (including the Lawn Tennis Association or any successor entity); and
- (i) generally to encourage and promote equality, diversity and inclusion in the Games in Scotland and in the Company.

1.3.2 Not for profit

The funds or other property of the Company shall not be paid to or distributed among the Members of the Company, but shall be applied towards the furtherance of the Company's objectives or for any charitable purpose. In the event of dissolution, the funds remaining will be devoted to objectives similar to those of the Company or to some charitable object.

1.4 Liability of members

1.4.1 The liability of each Member (other than Honorary Members who shall have no liability) 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 he is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

PART 2

2. MEMBERSHIP

2.1 There shall be the following classes of membership:

(a) Associate Members

Being the following nine District Associations which operate in the district boundaries set out in Bye-law 1 or such other areas as the Company may from time to time determine:

- (i) Highlands Tennis Ltd;
- (ii) North East of Scotland Lawn Tennis Association;
- (iii) Tennis Tayside;
- (iv) Tennis Central Scotland;
- (v) Tennis West of Scotland;
- (vi) East of Scotland Lawn Tennis Association Limited;
- (vii) Tennis Ayrshire;
- (viii) Tennis Borders; and
- (ix) Tennis Dumfries & Galloway.

The Associate Members shall be full members of the Company with all the powers and privileges of members of the Company and shall be entitled to one vote each at any general meeting of the Company. Each Associate Member may nominate an authorised representative to attend, speak and vote on its behalf at a general meeting.

(b) Club Members

A Club Member shall be an entity providing organised tennis opportunities being:

- (i) an organisation of persons associated together for the sole and/or primary purpose of playing Lawn Tennis and/or Padel, and managed by a committee in accordance with its rules;
- (ii) a league or other organisation of persons associated together for the sole and/or primary purpose of playing Lawn Tennis and/or Padel in public parks and open spaces, and having rules governing its operation; or
- (iii) a proprietary club or other organised entity being a facility solely and/or primarily for the playing of Lawn Tennis and/or Padel owned or controlled by an individual, partnership, company or other approved organisation. It may but need not be intended to be profit-making and may but need not, at the proprietor's discretion, have a specific membership. It shall be operated in accordance with rules and may but need not be any form of members' or commercial tennis club; park-based tennis programme; school-based tennis programme for the community which operates out of curriculum hours; pay and play tennis centre; tennis academy; and/or further education or higher education tennis club.

If a dispute arises as to whether an entity qualifies to be registered as a Club Member, the Board shall refer the matter to the Chair whose decision on the matter shall be final.

The Club Members shall be full members of the Company with all the powers and privileges of members of the Company and shall be entitled to one vote each at any general meeting of the Company. Each Club Member may nominate an authorised representative to attend, speak and vote on its behalf at a general meeting.

(c) Honorary Members

The Board may at its discretion recommend for election any person who has rendered service to Lawn Tennis and/or Padel for honorary membership of the Company. Before a person is elected as an Honorary Member, his appointment must be approved by an ordinary resolution at an Annual General Meeting.

Honorary Members shall not be entitled to take part in the management of the Company or to vote at general meetings but shall receive such privileges as the Board may from time to time determine and shall not be liable to contribute to the Company's assets in terms of Article 1.4.

2.2 There shall be the following further categories of affiliation with the Company:

(a) Friends of Tennis Scotland

The Board may, at its discretion, allow individuals to become Friends of Tennis Scotland upon such terms and at such rates of subscription as the Board may from time to time think fit.

(b) Patrons

The Board may at its discretion allow individuals, firms or companies to become admitted as Patrons to the Company on such terms as the Board may from time to time determine.

Friends of Tennis Scotland and Patrons shall not be Members nor shall they have any right to vote at general meetings, any right or interest in the assets of the Company, nor any liability for the liabilities or debts of the Company.

Admission as a Club Member

2.3 No entity shall become a Club Member unless it has completed an application for club membership in a form approved by the Board from time to time and that application has been submitted to and approved by the Board. Applications for club membership shall be required to be authorised by the Board. Following receipt of an application for club membership, the Board shall be entitled to require the applicant to provide the Board with such other information and/or documentation as the Board may request.

2.4 By submitting an application to become a Club Member of the Company, each Club Member agrees to be deemed and in fact bound by the rules referred to in Article 4. All Club Members shall be required to co-operate in the enforcement of such rules and to adhere to such rules.

Admission and cessation of Members

2.5 Each application for membership needs to be approved by the Board before the relevant applicant is admitted to membership. The details of each successful applicant shall be entered into the Company's register of members by the Board. In all cases and subject to the terms of Article 2.1(b), the decision of the Board on applications for membership, renewal of membership and decisions on whether or not they should be accepted, shall be the sole responsibility of the Board and in the event that any application is refused, the Board shall not be under any obligation to give any reason for such refusal. However, the Board shall not reject any application for reasons of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or otherwise unreasonably. The policy rules and conditions for admission to membership and the payment of the annual subscription fee for all classes of membership shall be fixed by the Board and subject to approval by the eligible Members of the Company. For the purpose of this Article, all references to the "Board" shall mean the Directors of the Company other than the President and Vice President, who shall be excluded from and shall take no part in the decision made by the Board pursuant to this Article.

2.6 Membership conditions

2.6.1 Each Member of the Company agrees, as a condition of membership of the Company and association with the Lawn Tennis Association or International Padel Federation as appropriate, to:

- (a) be bound by and subject to these Articles and the Bye-laws ;
- (b) be bound by and subject to the rules and regulations as appropriate of **sportscotland** and UK Sport and also the International Tennis Federation;
- (c) be bound by and subject to the LTA Disciplinary Code and the Rules of the Games; and
- (d) ensure that the associates registered through it (if any); any unlicensed and unregistered coaches; and (so far as reasonably practicable) players using its or their facilities (together the "**Member's Connected Parties**"), are bound by and subject to the Rules of the Games; the LTA Disciplinary Code; and any policies published by the Company, the Lawn Tennis Association or International Padel Federation from time to time, 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 such rules. Such agreement is to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the Lawn Tennis Association or International Padel Federation can enforce any breach at its option and in its sole discretion.

2.6.2 Article 2.6.1 confers benefits on **sportscotland**, UK Sport, the International Tennis Federation, the Lawn Tennis Association and the International Padel Federation and is intended to be enforceable by those entities. Each Member of the Company accepts the jurisdiction of the Company, **sportscotland**, UK Sport, the International Padel Federation and the Lawn Tennis Association in respect of their respective articles, rules and regulations.

2.7 Notice of retiral or resignation from membership of the Company is to be intimated in writing to the Board. Membership fees for the full year in which the Member retires or resigns may be payable at the discretion of the Board. When a Member who is a legal person or unincorporated body goes into receivership, administrative receivership, administration, liquidation or other analogous insolvency event, that Member's membership shall automatically terminate. The Board may by written notice terminate the membership of any Member, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this Article.

2.8 On demand by the Board, each Member (other than an Honorary Member) shall provide the Board with copies of the rules, accurate membership lists (made up to the end of the month prior to the demand being made) and/or annual accounts of the relevant Member together with such other documentation and/or information as the Board may at its discretion request.

3. **SUBSCRIPTION FEES**

3.1 Subject to the terms of this Article 3, the annual subscription for each Subscription Paying Member shall be determined annually by the Board and notified to the Members on or before the relevant Annual General Meeting and shall be effective for that year. Such annual subscription may exceed the minimum annual subscription described below.

3.2 In respect of each Club Member of the Company, the minimum annual subscription which shall be deemed to include any taxation which may be payable thereon, shall not be less than the court fees chargeable annually by the Lawn Tennis Association in respect of a place to play located in England. Provided always that the Company shall not charge more than the court fees chargeable annually by the Lawn Tennis Association in respect of a place to play located in England, unless such annual subscription is approved by a simple majority of the Club Members at an Annual General Meeting and in the case of an equality of votes, the Chair of that Annual General Meeting shall have a casting vote. If the Club Members approve an annual subscription in excess of the then current court fees chargeable annually by the Lawn Tennis Association and the Lawn Tennis Association subsequently increases its court fees for the same period, the annual subscription approved by the Club Members shall be increased by the amount by which the Lawn Tennis Association has increased its court fees.

3.3

3.3.1 In respect of each Associate Member of the Company, the minimum annual subscription which shall be deemed to include any taxation which may be payable thereon shall not be less than fifty per cent (50%) of the court fees chargeable annually by the Lawn Tennis Association in respect of a place to play operating with a single court located in England. Provided always that the Company shall not charge more than fifty per cent (50%) of the court fees chargeable annually by the Lawn Tennis Association in respect of a place to play operating with a single court located in England, unless such annual subscription is approved by a simple majority of the Associate Members at an Annual General Meeting and in the case of an equality of votes, the President shall have a casting vote.

3.3.2 If the Associate Members approve an annual subscription in excess of 50% of the then current court fees chargeable annually by the Lawn Tennis Association and the Lawn Tennis Association subsequently increases its court fees for the same period, the annual subscription approved by the Associate

Members shall be increased by 50% of the amount by which Lawn Tennis Association has increased its court fees.

- 3.3.3 For the purpose of this Article 3.3, each Associate Member will have one vote for every seven Club Members of the Company situated within the geographical area of the Associate Member as at 30 September in the calendar year in which the vote is taking place or if the vote is taking place before 30 September in any year, as at 30 September in the preceding calendar year.
- 3.3.4 In the event of an Associate Member having within its geographical area a number of Club Members which is not divisible by seven, the number of Club Members will be divided by seven and the resulting number shall be rounded up to the next whole number in order to arrive at an Associate Member's voting entitlement. In the event of an Associate Member having a number of clubs affiliated to it which is not divisible by seven, the number of affiliated clubs will be divided by seven and the resulting number shall be rounded up to the next whole number in order to arrive at an Associate Member's voting entitlement.
- 3.4 Unless the Company determines otherwise on a case by case basis, the annual subscription fee in respect of each registration year to 30 September shall be payable to the Company between 1 October and 31 December in the immediately preceding year. The annual subscription fee payable by each Subscription Paying Member shall include the amount, if any, payable in respect of benefits or services provided by the Lawn Tennis Association on behalf of the Company.
- 3.5 Any Subscription Paying Member 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 31 December shall, if the Lawn Tennis Association so resolves, cease to be eligible for grants and other advantages offered by the Lawn Tennis Association.
- 3.6 Without prejudice to article 5.18, any Subscription Paying Member whose subscription fee is not paid by such date as the Board shall decide each year, may at the discretion of the Board either have their rights as a Member suspended or be deemed to have resigned from membership of the Company. If the Board suspends the rights of a Member and the relevant Subscription Paying Member's subscription fee remains unpaid, the Subscription Paying Member may, at the discretion of the Board, be deemed to have resigned from membership of the Company.

4. **RULES BINDING ON MEMBERS**

The rules of lawn tennis as recognised by the International Tennis Federation from time to time and the decisions of the Board on all doubtful and disputed points arising in connection therewith; the Bye-laws; and any rules, regulations and policies made and published by the Lawn Tennis Association, the Company or the International Padel Federation from time to time, shall be binding on the Company, the Members, any associates and all individual persons who are members of, engaged by or connected with such Members.

5. GENERAL MEETINGS

5.1 The Annual General Meeting of the Company shall be held between the date being the last Thursday in March and thirtieth of April in each year at such time and place as the Board shall determine.

5.2 The business of the Annual General Meeting shall include:

- (a) election of Honorary Members, including honorary president and honorary vice-presidents (if any);
- (b) the annual report of the Board, including, but not limited to, a summary of the development and facilities investment in each district in the relative financial period;
- (c) the tabling of the audited financial statements;
- (d) the election of the Company's auditor for the ensuing year;
- (e) subject to Article 3, the fixing of the subscriptions fees payable to the Company in the ensuing year in excess of the court fees chargeable annually by the Lawn Tennis Association;
- (f) consideration of resolutions of which due notice has been given;
- (g) the announcement of the President and Vice-President to be appointed to the Board with effect from the close of such Annual General Meeting, following their appointments in accordance with Articles 6.3 and 6.4;
- (h) the announcement of the Chair to be appointed to the Board with effect from the close of such Annual General Meeting, following their appointment in accordance with Article 6.5; and
- (i) the announcement of any new Directors that have been appointed to the Board, following their appointment in accordance with articles 6.6 and 6.7.

Chairing general meetings

5.3 The Chair shall chair general meetings if present and willing to do so. If there is no Chair or if the Chair is unwilling to chair the relevant general meeting or is not present within 5 minutes of the time at which the relevant general meeting was due to start, the President shall chair the meeting and failing the President being present within 5 minutes of the time at which the relevant general meeting was due to start:

- 5.3.1 the Directors present; or
- 5.3.2 (if no Directors present), the meeting;

must appoint a Director or Member to chair that meeting and that appointment must be the first business of that meeting. The Chair shall have a deliberative as well as a casting vote at the general meetings.

Notice and quorum

- 5.4 The terms of any resolution or resolutions to be proposed at any Annual General Meeting must be communicated in writing by the Member (other than an Honorary Member), who intends to propose the resolution, before the fifteenth day of January in each year to the Board.
- 5.5 The Secretary shall call an extraordinary general meeting at the request of the Board or upon receipt by the Board of a request in writing signed by Members who represent at least five percent of the total voting rights of all the Members having the right to vote at a general meeting. Such request by the Members shall state the purpose for which the meeting is to be called and the resolution or resolutions which will be proposed by those Members.
- 5.6 At least twenty-one clear days' notice of an Annual General Meeting and any general meeting convened to pass a special resolution, and at least fourteen clear days' notice of any general meeting, shall be sent by the Secretary to the Board and the Members stating the business to be considered and any resolutions to be proposed. At any general meeting, no business shall be considered other than that of which notice has been given.
- 5.7 No business shall be transacted at any general meeting unless there is present in person or by proxy a quorum of Members who represent at least ten percent of the total voting rights of all the Members having the right to vote at the general meeting when the notice for such meeting is issued.
- 5.8 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person or Member entitled to receive notice, shall not invalidate the proceedings at that meeting.

Adjournment of general meetings

- 5.9 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given, specifying the time and place of the continuation of an adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.

Voting at general meetings

- 5.10 All matters on which a vote takes place other than alterations to the Articles (which require a special resolution to be passed) shall be decided by a simple majority vote. Votes shall be cast in person or by proxy and the vote shall be taken by a count of

voting cards or by ballot as the Chair may determine, and the declaration of the result by the Chair shall be final.

- 5.11 Not less than 14 clear days before a general meeting and not less than 21 clear days before an Annual General Meeting or any general meeting convened to pass a special resolution, there shall be sent to the Authorised Person of each Member entitled to receive it, notice of the general meeting. Enclosed with the notice of general meeting shall be an appointment form so that each Member can appoint an authorised representative to attend and vote at the general meeting on its behalf. In order for any vote to be exercised, it will be necessary for the authorised representative so named on the appointment form to be present at the general meeting and for that authorised representative to be in possession of the appointment form or a copy of that form (in either case bearing the original signature of an Authorised Person of that Member or the signature of any person authorised pursuant to Article 5.14 to sign such form on behalf of the Member) authorising him to exercise the relevant Member's vote on behalf of the Member.
- 5.12 Any person may be appointed as an authorised representative of a Member and a person so authorised may exercise more than one vote on behalf of more than one Member.
- 5.13 If an Authorised Person of a Member intimates to the Company that an appointment form has been lost, it will be competent for the Board to issue a replacement form to such Member.
- 5.14 If a Member passes a resolution authorising a person or persons other than an Authorised Person of that Member to complete the certificate on an appointment form, it will be competent for the Company to give effect to that resolution subject to a certified copy (duly certified by an Authorised Person of the Member) of the minutes of the Member's meeting at which the resolution was passed being intimated to the Company no less than 7 clear days before any general meeting. The copy minutes referred to in this article may be the subject of redaction if, in the view of the Member, there are matters contained therein which are reasonably regarded as confidential.
- 5.15 A Member may appoint a person as its proxy to exercise its right to attend, speak and vote at a general meeting. Proxies shall validly be appointed by a Member giving notice in writing (a "**Proxy Notice**") to the Company which:
 - 5.15.1 states the name and address of the Member appointing the proxy;
 - 5.15.2 identifies the person to be appointed as that Member's proxy and the general meeting in relation to which that person is appointed;
 - 5.15.3 is signed by an Authorised Person of the Member appointing the proxy, or by some other person on behalf of that Member in accordance with the terms of Article 5.14; and
 - 5.15.4 which is delivered to the Company not less than 48 hours before the time appointed for holding the general meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions

contained in the notice of the general meeting (or adjourned meeting) to which they relate.

- 5.16 The Company may require a Proxy Notice to be delivered in a particular form, and may specify different forms for different purposes. 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. Unless a Proxy Notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the general meeting, and appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the general meeting itself.
- 5.17 A Member who is entitled to attend, speak or vote (either on a show of voting cards 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 form of Proxy Notice has been delivered to the Company by or on behalf of that Member. 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 Member by whom or on whose behalf the notice of proxy was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned meeting to which it relates; and is signed by an Authorised Person of the Member revoking its proxy appointment or by some other person on behalf of that Member in accordance with Article 5.14.
- 5.18 Notwithstanding any other provision in these Articles, any Subscription Paying Member whose subscription fee has not been paid prior to the commencement of a general meeting (including an Annual General Meeting) of the Company shall not be entitled to attend or vote at such general meeting.
- 5.19 Attendance and speaking at general meetings
 - 5.19.1 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting.
 - 5.19.2 A person is able to exercise the right to vote at a general meeting when:
 - 5.19.2.1 he is able to vote during the meeting on resolutions put to the vote at the meeting; and
 - 5.19.2.2 his 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.
 - 5.19.3 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.
 - 5.19.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.

5.19.5 Two or more persons who are not in the same 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.

PART 3

DIRECTORS

6. BOARD OF DIRECTORS AND BOARD POWERS

6.1 Directors' general authority

6.1.1 Subject to the other provisions of these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company, including the power to:

- 6.1.1.1 determine the strategy and policy to be followed in carrying out the objectives of the Company. The Board shall further have power to make, maintain, publish and enforce all necessary policy statements, codes of conduct, codes of ethics, standing orders, Bye-laws, rules and regulations in connection with the said objectives and the Games;
- 6.1.1.2 delegate any of its powers to a committee, or a duly appointed sub-committee, panel, working group or individuals whether or not the persons to whom the powers are delegated are Directors;
- 6.1.1.3 carry out the objects of the Company excepting such of them as are under these Articles only capable of being dealt with by the Company in general meeting;
- 6.1.1.4 prohibit any act or practice by Members, Clubs, committees, organisations or persons which in the opinion of the Board are, or were, or might be detrimental to the interests of the Games and to deal with any such entity or person disregarding such prohibition in such manner as it may think proper;
- 6.1.1.5 (subject to the overriding jurisdiction of the Lawn Tennis Association) inflict penalties and sanctions on Members, Clubs, committees, organisations or persons for breach of the LTA Disciplinary Code;
- 6.1.1.6 require the Members and others over whom it may have jurisdiction to ensure that their members and individuals accept, comply with, and adhere to these Articles, the Bye-laws, and rules referred to in Article 4; and
- 6.1.1.7 nominate representatives to other bodies to represent the Company.

6.2 The Board may consist of up to 11 individuals, being natural persons, who may or may not be Members, including:

- (a) the Chair;
- (b) *ex-officio*, the President and Vice-President;
- (c) the Chief Executive Officer; and
- (d) a minimum of three and a maximum of seven Non-Executive Directors.

6.3 Appointment of Vice President

- 6.3.1 The Associate Members shall, in accordance with Bye-law 12, at least 63 clear days prior to the Annual General Meeting, nominate a candidate, having confirmed their willingness to act, to the Company to be appointed as the Vice-President.
- 6.3.2 Notice of such person proposed to be elected as Vice-President shall be given to the eligible Members of the Company at least 49 clear days prior to the relevant Annual General Meeting.
- 6.3.3 Following receipt of this notice, any eligible Member shall be entitled to notify the Board of its opposition to such proposed appointment at least 28 clear days prior to the Annual General Meeting.
- 6.3.4 In the event of opposition to any proposed appointment being received by the Board from Members who: (i) represent at least twenty percent of the total voting rights of all the Members having the right to vote at a general meeting; and (ii) are from at least three of the geographical areas set out in Bye-law 1, the Board shall propose an ordinary resolution for the approval of the candidate to be elected as the Vice-President to be considered by the eligible Members of the Company at the Annual General Meeting.
- 6.3.5 If the Board is not required to propose an ordinary resolution for the approval of the appointment of the Vice-President in accordance with the foregoing terms of this Article 6.3, the candidate shall be appointed as Vice-President with effect from the close of the Annual General Meeting.
- 6.3.6 A person appointed as the Vice-President shall, subject to Article 6.10, hold office until the close of the second Annual General Meeting held after the general meeting at which he was appointed as Vice-President.
- 6.3.7 In the event that such ordinary resolution for the approval of the appointment of the Vice-President is not passed by the eligible Members, the Associate Members shall be entitled to propose an alternative candidate for appointment as Vice-President in accordance with the foregoing terms of this Article 6.3 (albeit all references to Annual General Meeting shall be read as general meeting).

- 6.3.8 While the position of Vice President remains vacant, it shall be competent for the Board to appoint a person who is willing to act to fill this vacancy, but such person shall hold office only until a candidate proposed by the Associate Members has been appointed as the Vice-President at a general meeting in accordance with the foregoing terms of this Article 6.3.
- 6.3.9 Where a person (the "**Interim VP**") is appointed as Vice President in circumstances where the previous Vice President did not for any reason hold office as Vice President for the full term of their appointment, the Interim VP shall, subject to Article 6.10, hold office as Vice President until the person holding office as President when the Interim VP is appointed, vacates that position for any reason.

6.4 Appointment of President

- 6.4.1 Subject to Article 6.10, a person appointed as Vice-President shall automatically become appointed as the President at the close of the second Annual General Meeting held after the Annual General Meeting at which he was appointed as Vice-President.
- 6.4.2 A person appointed as the President shall, subject to article 6.10, hold office until the close of the second Annual General Meeting held after the General Meeting at which he was appointed as President, at which time he shall retire and will be only eligible for re-election to the Board after an interval of one year.
- 6.4.3 Where, for any reason, a President ceases to hold office as President before the end of the full term of their appointment, the then current Vice President (the "**New President**") shall automatically be appointed as the President upon the previous President ceasing to hold office and, subject to article 6.10, the New President shall hold office as President until the close of the second Annual General Meeting held after the general meeting at which the New President would otherwise have been appointed President had the previous President served a full term of office.

6.5 Appointment of Chair

- 6.5.1 Subject to the terms of article 6.5.5 to 6.5.8, the office of Chair provided for in Article 6.2(a) shall be filled following completion of the recruitment process by the nominations sub-committee in accordance with Bye-law 4.4. The Chair shall, subject to Article 6.10, retire from office at the close of the third Annual General Meeting held after the general meeting at which he was previously appointed.
- 6.5.2 The Chair, appointed in accordance with this Article 6.5, who retires at an Annual General Meeting (whether by rotation or otherwise) may, if willing to act, be appointed for a further term.
- 6.5.3 The process for appointing the Chair, appointed in accordance with this Article 6.5, for a further term shall be the same recruitment process referred to in Article 6.5.1.

6.5.4 A person appointed as the Chair for a further term shall, subject to Article 6.10, retire at the close of the sixth Annual General Meeting held after the general meeting at which he was first appointed. A person who retires as the Chair at the close of the sixth Annual General Meeting held after the general meeting at which he was first appointed will be eligible for re-election to the Board after an interval of one year.

6.5.5 Notice of any person proposed to be elected to the office of Chair provided for in article 6.2(a) by the nominations sub-committee shall be given to the eligible Members at least 49 clear days prior to a general meeting at which the appointment falls to be voted upon or otherwise takes effect. Following receipt of this notice, any eligible Member shall be entitled to notify the Board of its opposition to such proposed appointment at least 28 clear days prior to such general meeting.

6.5.6 In the event of opposition to any proposed appointment being received by the Board from Members who: (i) represent at least twenty percent of the total voting rights of all the Members having the right to vote at a general meeting; and (ii) are from at least three of the geographical areas set out in Bye-law 1, the Board shall propose an ordinary resolution for the approval of the appointment put forward by the Nominations Sub-Committee to be considered by the eligible Members at the general meeting.

6.5.7 If the Board is not required to propose an ordinary resolution for the approval of any appointment in accordance with Article 6.5.6, the relevant person shall be appointed to such office with effect from the close of the next general meeting. In the event that such ordinary resolution for the approval of an appointment proposed by the nominations sub-committee is not passed by the eligible Members, the nominations sub-committee shall be entitled to propose an alternative person for appointment as Director.

6.5.8 While such vacancy exists it shall be competent for the Board to appoint a Non-Executive Director who is willing to act to fill this vacancy, but such Non-Executive Director shall hold office only until a candidate has been appointed at a general meeting in accordance with the foregoing terms of this Article 6.5.

6.6 Appointment of Chief Executive Officer

The office of Chief Executive Officer shall be filled following completion of the recruitment process by the nominations sub-committee in accordance with Bye-law 4.4(b). A Chief Executive Officer appointed in accordance with this Article 6.6 shall remain in office until such time as that office is vacated in accordance with Article 6.10.

6.7 Appointment of Non-Executive Directors

6.7.1 Up to seven individuals, with appropriate skills and qualifications as may be determined by the Board, may be appointed as a Non-Executive Director as provided for in Article 6.2(d), following completion of the recruitment process by the nominations sub-committee in accordance with Bye-law 4.4.

6.7.2 Each Non-Executive Director will be a full voting member of the Board and shall, subject to Article 6.10, hold office for such fixed period as the Board may determine at the time of appointment and up to a maximum period of three years.

6.7.3 In the event that the Board requires and a Non-Executive Director wishes/agrees to remain in office for a period of longer than three years, a Non-Executive Director may be appointed for an additional 3 year term following completion of the recruitment process referred to in Article 6.7.1.

6.7.4 A person re-appointed as a Non-Executive Director may hold such office, subject to Article 6.10, for a period of up to 6 years following the date of his original appointment and following his retirement will be eligible for re-election to the Board after an interval of one year.

6.8 Lawn Tennis Association third party enforcement right

Each member of the Board shall be required to agree to be bound by and subject to these Articles, 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 Lawn Tennis Association or the Company can enforce any breach at its option and in its sole discretion.

6.9 Appointment of Directors on temporary basis

6.9.1 Subject to the terms of these Articles, it shall be competent for the Board at any time to appoint any person who is willing to act as a Director to fill a vacancy arising by virtue of a Director ceasing to hold office for whatever reason but such Director shall only hold office until such vacancy has been filled in accordance with articles 6.3, 6.4, 6.5, 6.6 and 6.7 as appropriate.

6.9.2 For the avoidance of doubt, where there will not be sufficient time for the procedure set down in articles 6.3, 6.4, 6.5, 6.6 and 6.7 (as the case may be) to be followed prior to the Company's next Annual General Meeting or general meeting (as the case may be), such vacancy will not be filled until the Company's subsequent Annual General Meeting or general meeting (as the case may be) at which the appointment falls to be voted upon or otherwise takes effect.

6.10 Termination of Director's appointment

6.10.1 The office of Director shall be vacated if:

6.10.1.1 he is removed from his office by an ordinary resolution;

6.10.1.2 he ceases to be a Director by any provision of the Companies Acts or he becomes prohibited by law from being a Director;

6.10.1.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally;

- 6.10.1.4 he is or maybe suffering from mental disorder and is incapable by reason of illness or injury of managing and administering his property and affairs;
- 6.10.1.5 he resigns his office by notice to the Company;
- 6.10.1.6 he shall for more than six consecutive months have been absent without permission of the Board from meetings of Directors held during that period and the Board resolve (by a majority vote of Directors in attendance at the relevant Board meeting) that the relevant Director's office be vacated; or
- 6.10.1.7 he is removed from his office by a majority vote of the Directors in attendance at the relevant Directors' meeting, such majority vote must include the vote of the Chair. In the event the matter concerns the removal of the Chair from office, any vote under this article 6.10.1.7 must be passed by a majority of those Directors in attendance at the relevant Directors' meeting excluding the Chair.

6.11 Board invitations - observers

It shall be open to the Board to invite such other persons as they deem fit to attend Directors' meetings in a non-voting capacity.

6.12 Quorum for Directors' meetings

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

6.12.2 The quorum for Directors' meetings is four.

6.12.3 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.

6.13 Voting at Directors' meetings

6.13.1 Subject to the other provisions of these Articles, each Director Participating in a Directors' meeting has one vote on each proposed resolution.

6.13.2 Votes of the Board will normally be by show of hands, but the Chair shall have the right to insist on a ballot in place of a show of hands if he deems it necessary. The Chair shall have a casting vote in addition to his deliberative vote at any meeting in the case of equality.

6.14 Records of decisions to be kept

The Directors must ensure that the Company keeps a record, in writing, of the decisions recorded (including the decisions of committees, sub-committees and working groups).

6.15 Directors' discretion to make further rules

Subject to the other provisions of these Articles, the Directors may make any rule they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

6.16 Directors may delegate

6.16.1 Subject to the other provisions of these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

6.16.1.1 to such person or committee;

6.16.1.2 by such means (including by power of attorney);

6.16.1.3 to such an extent;

6.16.1.4 in relation to such matters or territories; and

6.16.1.5 on such terms and/or conditions,

as they think fit.

6.16.2 If the Directors so specify, any delegation pursuant to Article 6.16.1 may authorise further delegation of the Directors' powers by any person to whom they are delegated.

6.16.3 The Directors may at any time revoke any delegation made pursuant to Article 6.16.1 in whole or part, or alter its terms and/or conditions.

6.17 Committees of Directors

6.17.1 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 these Articles which govern the taking of decisions by Directors.

6.17.2 The Directors may make rules of procedure for all or any committees, which shall prevail over rules derived from these Articles if they are not consistent with them.

6.18 Calling a Directors' meeting

6.18.1 Any Director may call a Directors' meeting by giving notice of that meeting to the Directors or by authorising the Secretary (if any) to give such notice.

6.18.2 Notice of any Directors' meeting must indicate:

6.18.2.1 its proposed date and time;

6.18.2.2 where it is to take place; and

6.18.2.3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.

6.18.3 Notice of a Directors' meeting must be given to each Director but need not be in writing.

6.18.4 Notice of a Directors' meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held. Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it.

6.19 Participation in Directors' meetings

6.19.1 Subject to the other provisions of these Articles, Directors participate ("**Participate**") in a Directors' meeting, or part of a Directors' meeting, when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other).

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

6.19.3 Subject to Article 6.19.4, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chair whose ruling in relation to any Director (other than the Chair) is to be final and conclusive.

6.19.4 If a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of the Chair to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chair is not entitled to vote or count in the quorum).

6.20 No alternate Directors

Directors shall not have the power to appoint alternate Directors.

7. **HONORARY PRESIDENT AND VICE PRESIDENTS**

7.1 The Board, may at its discretion, recommend for election any person who has rendered service to Lawn Tennis or Padel to be appointed as an Honorary President or Honorary Vice President of the Company (as the case may be). Before a person is elected as an Honorary President or Honorary Vice President (as the case may be), his appointment must be approved by an ordinary resolution of the Members at an Annual General Meeting.

7.2 The Honorary President and the Honorary Vice Presidents shall not be entitled to take part in the management of the Company or to vote at general meetings but shall receive such privileges as the Board may from time to time determine.

8. **EXPENSES**

Every Director, member of a committee, sub-committee, working group or individual who has incurred expenses for the purpose of transacting the business of the Company, may be reimbursed out of the funds of the Company such reasonable travelling and incidental expenses as may from time to time be approved by the Board.

9. **CONFLICTS OF INTEREST**

9.1 The Directors may, in accordance with the requirements set out in this Article 9, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under section 175 of the Companies Acts to avoid conflicts of interest ("**Conflict**").

9.2 Any authorisation under this Article 9 will be effective only if:

- 9.2.1 the matter in question shall have 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 these Articles or in such other manner as the Directors may determine;
- 9.2.2 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
- 9.2.3 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.

9.3 Any authorisation of a Conflict under this Article 9 may (whether at the time of giving the authorisation or subsequently):

- 9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
- 9.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- 9.3.3 provide that the Interested Director shall or shall 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;
- 9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

9.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he 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

9.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Director to the extent they relate to such matters.

9.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict.

9.5 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.

9.6 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 he 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 shall be liable to be avoided on such grounds.

9.7 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.

9.8 But if Article 9.3 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.

9.9 This Article 9.9 applies when:

9.9.1 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;

9.9.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

9.9.3 the Director's conflict of interest arises from a permitted cause.

9.10 For the purposes of this Article 9, the following are permitted causes:

- 9.10.1 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;
- 9.10.2 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
- 9.10.3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

- 9.11 For the purposes of this Article 9, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 9.12 Subject to Article 9.13, if a question arises at a meeting of Directors or 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 whose ruling in relation to any Director other than him or herself is to be final and conclusive.
- 9.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 9.14 Any person being nominated for election as a Director or for appointment to any committee, sub-committee or working group who has any financial interest in the Games shall before acting as a Director or a member of the committee, sub-committee or working group state in writing to the Secretary all such interests. No person having made such a statement of financial interest shall act as a Director or a member of the committee, sub-committee or working group until he is notified of the acceptance of his interest in acting as a Director or a member of the committee, sub-committee or working group by the Secretary of the Company. The above provisions shall apply *mutatis mutandis* to any person who subsequent to such nomination, election or appointment (as the case may be) acquires any financial interest in the Games. Failure of any person having a financial interest in the Games at any time to fulfil these provisions shall automatically disqualify such person from holding office as a Director or being appointed to any committee, sub-committee or working group.

PART 4

MISCELLANEOUS

10. THE SEAL

- 10.1 The Company shall not be obliged to have a common seal.
- 10.2 Any common seal may only be used by the authority of the Directors.

- 10.3 The Directors may decide by what means and in what form any common seal is to be used.
- 10.4 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one authorised person (being any Director, the company secretary (if any) or any person authorised by the Directors for the purpose of signing documents to which the common seal is applied) in the presence of a witness who attests the signature.

11. FINANCE

- 11.1 The accounting reference date of the Company shall be the 31st December in each year but, subject to the approval of the Company in general meeting and to the provisions of the Companies Acts, the Board may alter the accounting reference date and make the necessary consequential amendments to the Articles with respect to the date of payment of the annual fees, subscriptions and contributions.
- 11.2 No Member of the Company shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

12. MEANS OF COMMUNICATION TO BE USED

- 12.1 Subject to the other provisions of these Articles:
 - 12.1.1 anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Company;
 - 12.1.2 and the provisions of the Companies Acts, the Company may make any documents or information authorised or required by any provision of these Articles or the Companies Acts to be sent or supplied by the Company to any Member available on a website; and
 - 12.1.3 any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 12.2 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 12.3 Section 1147(5) of the Companies Acts shall not apply in relation to documents and information sent or supplied by the Company.
- 12.4 A Member of the Company present at any meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

13. DISCIPLINE

13.1 For the avoidance of doubt, the Board shall have power to:-

- 13.1.1 prohibit any act or practice by any Member of the Company, Club and other organisations under the jurisdiction of the Company or by any of the individual members thereof which in the opinion of the Board is or was detrimental to the interests of the Games;
- 13.1.2 inflict penalties for any misconduct; and
- 13.1.3 delegate to a Disciplinary Committee the powers of the Board to deal with discipline in terms of this Article 13.1.

13.2 All Members of the Company, Clubs and other organisations under the jurisdiction of the Company shall procure and ensure that they and any of the individual members thereof, all office bearers, coaches, referees, umpires, officials or adult helpers/volunteers shall be bound to observe the following:-

- 13.2.1 the Rules of the Games;
- 13.2.2 the LTA Disciplinary Code and the rules and regulations of the International Tennis Federation;
- 13.2.3 any policies published from time to time by the LTA, the International Padel Federation and the Company (including the safe recruitment policy for members of the Company/LTA and policy on referrals to Disclosure Scotland; as published from time to time); and
- 13.2.4 these Articles (as amended from time to time).

13.3 Associate Members shall, at all times, have a person or persons to deal with and be responsible for Welfare Matters.

14. INDEMNITY

14.1 Subject to Article 14.2, any Director, former Director or other officer of the Company may be indemnified out of the Company's assets against:

- 14.1.1 any liability incurred by him/her in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;
- 14.1.2 any liability incurred by him/her in connection with the activities of the Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Companies Acts); and
- 14.1.3 any other liability incurred by him/her as an officer of the Company.

14.2 Article 14.1 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.

15. USE OF FACILITIES

- 15.1 All unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Company or a Member will be required, as a condition of such use, to agree to be bound by and subject to these Articles, the Rules of the Games and the LTA Disciplinary Code.
- 15.2 Such agreement referred to in Article 15.1 shall contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the Lawn Tennis Association or the Company can enforce any breach at its option and in its sole discretion.



**ARTICLES OF ASSOCIATION
of
TENNIS SCOTLAND
(as adopted by special resolution passed on 21 April 2022)**