

**LAWN TENNIS ASSOCIATION LIMITED**  
(registered company number 07459469)

**RULES**

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These are the Rules of Lawn Tennis Association Limited.

These Rules have force and effect by virtue of, and in accordance with the terms of, the Articles.

These Rules are a governing document of the Company and supplement, but do not replace or vary, the Articles. Other than these Rules and the Articles, there is no other governing document of the Company. For the avoidance of any doubt, the Company no longer has any standing orders.

## **PART A - GENERAL**

### **1. Definitions**

1.1 Subject to clause 1.2 of these Rules, the definitions set out in the Articles apply in these Rules and such definitions are deemed to be incorporated in their entirety into these Rules by reference.

1.2 In these Rules, each of the following terms has the meaning respectively given to it below:

**“Articles”** means the articles of association of the Company; and

**“Company”** means Lawn Tennis Association Limited (registered company number 07459469); and

**“Executive Team”** means the LTA Group’s chief operating officer, people director, participation director, performance director and digital and events director, as well as the Chief Executive and the Finance Director.

### **2. Interpretation**

2.1 Subject to clause 2.2 of these Rules, the rules of interpretation set out in the Articles apply in these Rules and such rules of interpretation are deemed to be incorporated in their entirety into these Rules by reference.

2.2 Unless the context otherwise requires, any reference to a “clause” is to a clause (or, as applicable, sub-clause, sub-sub-clause or sub-sub-sub-clause) of these Rules.

### **3. Amendment of these Rules**

These Rules may be amended but only in accordance with the provisions for amendment set out in the Articles.

## **PART B – APPOINTMENTS TO THE BOARD**

### **4. Composition of the Board**

4.1 Subject to Article 27 (*methods of appointing directors*) and the requirements and restrictions of the Sports Governance Code (and except where there is a casual vacancy), the Board will comprise:

- (a) Chair;
- (b) four Independent Board Members;
- (c) President;
- (d) Deputy President;
- (e) two Council-Nominated Board Members;
- (f) DTAG Chairperson;
- (g) Chief Executive;
- (h) Finance Director; and
- (i) subject to the Company having obtained the agreement of Sport England (under the Sports Governance Code) to the Company having more than twelve Directors at any one time, all (if any) additional Directors appointed in terms of clause 11 from time to time, up to a maximum of two additional Directors at any one time.

### **5. Appointment of Chair and Independent Board Members**

5.1 The role of the Chair will be as set out in Schedule Two.

5.2 The Chair and Independent Board Members will be appointed by the Directors (upon the recommendation of the Nomination Committee) following an open, publicly advertised recruitment process.

5.3 In no event will one person hold the position of both the Chair and the Chief Executive.

### **6. Appointment of President and Deputy President as Directors**

6.1 The President and Deputy President will, respectively, be appointed in accordance with the process set out in part C of the Rules.

6.2 Upon the appointment of a person to the position of, as applicable, the President or Deputy President (which, for the avoidance of any doubt, will have required the Nomination Committee to be satisfied that the person meets the Fit and Proper Person Test), then (upon such appointment and in accordance with the Articles) the Directors will be deemed to have decided to appoint the person so appointed as the President from time to time and the person so appointed as the Deputy President from time to time as Directors in those respective capacities *ex officio*, without any further process, procedure or approval being required.

**7. Appointment of Council-Nominated Board Members**

- 7.1 A Council-Nominated Board Member will be appointed in accordance with the process set out in part C of the Rules.

**8. Appointment of DTAG Chairperson**

- 8.1 The DTAG Chairperson will be appointed by the Directors (upon the recommendation of the Nomination Committee) following an open recruitment process.
- 8.2 The DTAG Chairperson will not be required to be independent (with “independent” having the meaning given to it in the Sports Governance Code) but the person holding the position of the DTAG Chairperson must not also be (or continue to be) a Voting Council Member or hold any other position on the Board or the Council.

**9. Appointment of Chief Executive**

- 9.1 The role of the Chief Executive will be as set out in Schedule Two.
- 9.2 The Chief Executive will be appointed by the Directors (upon the recommendation of the Nomination Committee) following an open recruitment process.
- 9.3 The person so appointed as the Chief Executive (in accordance with clause 9.2) must be appointed by the Directors *ex officio* as a Director in accordance with Article 27.

**10. Appointment of Finance Director as a Director**

Unless the Nomination Committee determines that the Fit and Proper Person Test has not been met in respect of the person appointed to the position of Finance Director, then the Nomination Committee must recommend the appointment, and the Directors must appoint, the person so appointed as the Finance Director *ex officio* as a Director in accordance with Article 27.

**11. Appointment of additional Executive Team and/or additional Independent Board Members**

- 11.1 Subject to Article 27 (*methods of appointing directors*) and the requirements of the Sports Governance Code, the Directors may, from time to time, appoint up to a maximum of two additional Directors (in each case upon the recommendation of the Nomination Committee) to have the appropriate balance of skills, experience, diversity, independence and knowledge on the Board. Each (if more than one) such additional Director may be (as recommended by the Nomination Committee) either:

- (a) a member of the Executive Team; or
- (b) an additional Independent Board Member,

and, if there are two additional Directors, both may (but need not) be members of the Executive Team or both may (but need not) be additional Independent Board Members.

- 11.2 Where there is a proposal from the Board or the Nomination Committee to recruit an additional Independent Board Member, the appointment process set out in clause 5 will be followed.



- 11.3 Any member of the Executive Team who is appointed as a Director will be appointed in an *ex officio* capacity for so long as they hold such position but such appointment will not create any expectation or requirement that any successor to that Executive Team position would be a Director.

**12. Appointment of Senior Independent Director**

- 12.1 The role of the Senior Independent Director will be as described in the Sports Governance Code.
- 12.2 The Directors will (upon the recommendation of the Nomination Committee) appoint one of the Independent Board Members as the Senior Independent Director.
- 12.3 There will be no more than one Senior Independent Director at any one time.

**13. Appointment of Company Secretary**

- 13.1 The Directors will (upon the recommendation of the Nomination Committee) appoint the Company Secretary.
- 13.2 There will be no more than one Company Secretary at any one time.

**14. Appointment of a lead Director on specified matters**

The Board will appoint a Director to take a lead on any matter on which the Board considers it appropriate to have a lead Director, including in order to comply with any requirement of the Sports Governance Code, UK Sport / Sport England, United Kingdom Anti-Doping Limited or by law.

**15. Terms of appointment of and as Directors**

- 15.1 Without prejudice to clause 15.9, no Director may serve on the Board for more than nine years in aggregate (whether or not in consecutive years), unless:
- (a) an exception as provided for in the Sports Governance Code applies, and then subject to the terms of that exception; or
  - (b) the Director is a member of the Executive Team and holds the position as a Director *ex officio*, including the Chief Executive and Finance Director.
- 15.2 In relation to the Chair and Independent Board Members:
- (a) the initial term of appointment as a Director will be three years; and
  - (b) with the approval of the Board (upon the recommendation of the Nomination Committee) and the agreement of the Director in question, that person's appointment as a Director may continue (subject always to clause 15.1) for one or more further term(s), provided that:
    - (i) any such individual further term will be for no more than four years; and
    - (ii) there will be no presumption of a continuation and any continuation will be on merit, taking into account the skills, experience, diversity, independence and knowledge of the person in question.

- 15.3 In relation to the President, the term of appointment in that position (and *ex officio* as a Director) will, subject to clauses 15.1 and 15.8, be the lower of:
- (a) three years; and
  - (b) the period remaining until the expiry of an aggregate period of service on the Council of twelve years (including any service in or prior to 2017, and whether or not in consecutive years).
- 15.4 In relation to the Deputy President, the term of appointment in that position (and *ex officio* as a Director) will, subject to clauses 15.1 and 15.8, be the lower of:
- (a) three years; and
  - (b) the period remaining until the expiry of an aggregate period of service on the Council of nine years (including any service in or prior to 2017, and whether or not in consecutive years).
- 15.5 In relation to any Council-Nominated Board Member:
- (a) the term of appointment in that position will, subject to clauses 15.1, 15.5(b) and 15.8, be the lowest of:
    - (i) three years;
    - (ii) the period remaining until the expiry of an aggregate period of service on the Council of nine years (including any service in or prior to 2017, and whether or not in consecutive years); and
    - (iii) the period determined by the Nomination Committee in terms of clause 15.5(c);
  - (b) if re-appointed in accordance with the process set out in part C of the Rules, a person may serve for a second term as a Council-Nominated Board Member, subject to an aggregate maximum of six years' service as a Council-Nominated Board Member; and
  - (c) the terms of appointment of the respective Council-Nominated Board Members will ordinarily overlap by no less than one year and so, in the event that there are two vacant Council-Nominated Board Member positions available at the same time, the Nomination Committee may determine that one Council-Nominated Board Member will hold office for two years or four years in order to re-establish terms of office for each Council-Nominated Board Member that overlap by one year.
- 15.6 In relation to the DTAG Chairperson and subject to clause 15.1:
- (a) the term of appointment in that position will be three years; and
  - (b) if re-appointed in accordance with the process set out in clause 8, a person may serve for a second term as the DTAG Chairperson, subject to an aggregate maximum of six years' service as the DTAG Chairperson.
- 15.7 For the avoidance of any doubt, the terms of appointment referred to in this clause 15 (including those of any person appointed in an *ex officio* capacity) are subject to Article 29

*(termination of Director's appointment)* and, as applicable, clause 30 *(termination of a Councillor's appointment)*.

- 15.8 The short-term transitional arrangements agreed with Sport England in December 2021 in respect of specific named individuals holding (as at 1 December 2021) the position of President, Deputy President and Council-Elected Board Member (previously known as a "Council Board Member") will apply in respect of the terms of appointment of those specific named individuals but not otherwise.
- 15.9 When a Director has completed their maximum term (in accordance with the terms of this clause 15), at least four years must elapse before that person may be eligible to become a director of the Company again.

**16. Notification of appointments to the Council**

The Company Secretary (or their designee) will notify the Council of the appointment, resignation or removal of a Director, the Senior Independent Director or the Company Secretary, or the continuation of a Director's term following expiry of that Director's previous term of appointment, which notification may be made at (or in the papers for) the next meeting of the Council.

**17. Casual vacancy**

In the event of a casual vacancy on the Board, the appointment process set out in these Rules will be followed in order to replace them. No interim appointment will be made.

## **PART C – APPOINTMENT OF PRESIDENT, DEPUTY PRESIDENT AND COUNCIL-NOMINATED BOARD MEMBERS**

### **18. Eligibility criteria for nomination of a person to a Council-Nominated Position**

In order to be eligible to apply to be nominated for appointment to a Council-Nominated Position, the person:

#### **18.1 must:**

- (a) be a Voting Council Member;
- (b) on or before the anticipated date of appointment to the relevant position, have completed no less than two years' service on Council;
- (c) have five supporters, each of whom is a Voting Council Member, declaring that:
  - (i) an applicant may not be a supporter to any other candidate;
  - (ii) a Voting Council Member may only be a supporter to one applicant; and
  - (iii) where the applicant is an Independent Councillor, at least three of the five supporters must not be other Independent Councillors;
- (d) as a condition of and with effect from appointment, agree to resign / withdraw from any other position on the Board; and
- (e) not be an employee of the Company or another member of the LTA Group, or of a National Association; and

#### **18.2 does not require to have held the position of:**

- (a) Council-Nominated Board Member in order to be eligible to apply for the positions of Deputy President or President; or
- (b) Deputy President in order to be eligible to apply for the position of President.

### **19. Appointment process for appointment to a Council-Nominated Position**

19.1 The nomination and appointment process set out in this clause 19 will be followed in the calendar year immediately preceding the calendar year in which the appointment is proposed to be made.

19.2 The process for candidates to apply to be nominated by the Council to a Council-Nominated Position is as follows:

- (a) A candidate who wishes to be considered for nomination by the Council to a Council-Nominated Position will provide to the Company Secretary (or their designee), by the deadline stipulated for receipt, the following:
  - (i) a completed application form, giving details of the applicant and their five supporters and duly signed by all six of them (or accompanied by evidence, in terms satisfactory to the Company Secretary, that each supporter is respectively willing to support the applicant's application); and

- (ii) a completed summary resume form (which should not exceed five hundred words in total (excluding pre-printed text)), providing details of the candidate's personal qualities, key achievements, experience and skills within and outside tennis, and a short explanation as to how the candidate would use those qualities, achievements, experience and skills to benefit the Game; and
- (iii) any other information reasonably requested by the Company Secretary (or their designee) to be provided.

The up-to-date version of any form to be completed will be available from the Company Secretary (or their designee) upon request.

- (b) Copies of the information submitted before the stipulated deadline by each candidate, including confirmation of the names of the candidate's five supporters, will (subject to the Company Secretary (or their designee) being satisfied that the candidate meets the eligibility criteria set out in clause 18.1) be sent to each Voting Council Member with the papers for the meeting of the Council at which this will be voted upon.
- (c) Before the vote is taken, each of the candidates will present their case for nomination personally at the meeting of the Council at which the vote is to be taken. Presentations will last for no longer than five minutes each. Candidates will address Council in alphabetical order by surname.
- (d) A candidate may vote for themselves and each Voting Council Member (or their alternate) who is present at the meeting may vote howsoever that Voting Council Member (or their alternate) wishes, regardless of whether that Voting Council Member has supported any of the candidates.
- (e) The means by which votes are to be cast (and so communicated to the Company Secretary (or their designee)) will be determined by the Company Secretary.
- (f) Where the nominees for more than one Council-Nominated Position are to be decided at the same meeting, then each Council-Nominated Position will be taken in turn, with the candidates for one Council-Nominated Position being voted on before moving to vote on the candidates for another Council-Nominated Position.

19.3 If there are three or fewer candidates who have applied for nomination for the particular Council-Nominated Position, then each such candidate will present their case for nomination personally at the relevant meeting of the Council and (without the requirement for any vote by the Council) such candidate(s) will thereafter be deemed to be nominated by the Council for the particular Council-Nominated Position and will be referred by the Company Secretary (or their designee) to the Nomination Committee for consideration in terms of clause 19.5.

19.4 If there are four or more candidates who have applied for nomination for the particular Council-Nominated Position, then the following process will apply:

- (a) Each Voting Council Member (or alternate) who is present and eligible to vote will be entitled to one vote.
- (b) The candidate(s) (up to a maximum of three) who have received the highest number of votes in their favour will be the Council-approved candidate(s) and referred by the Company Secretary (or their designee) to the Nomination Committee for consideration in terms of clause 19.5.

- (c) If there are more than three candidates who have received the top three highest number of votes in their favour (as a result of a tie in the number of votes respectively received by them) then (in respect of the tied candidates only) the voting process will be repeated in accordance with clauses 19.2(d), 19.2(e), 19.2(f), 19.4(a) and 19.4(b) above (more than once if so required), until such time as there are only three candidates for the particular Council-Nominated Position remaining (which three will include any candidate(s) who, in an earlier round of voting which included both those candidate(s) and the tied candidates, received a higher number of votes than the tied candidates).

19.5 In considering the nominees for the Council-Nominated Position, the Nomination Committee may regulate its own procedure (subject to its terms of reference) in determining which one of the Council-approved candidates (if any) should be recommended to the Board for appointment to the Council-Nominated Position, which may include:

- (a) requesting further information to be provided by any applicant candidate(s), including with regard to demonstrating that the Fit and Proper Person Test has been met;
- (b) requiring that an applicant candidate be interviewed by some or all of the Nomination Committee and/or by any other person(s) it so designates; and/or
- (c) requesting information from the candidate's Nominator, including to determine if the nomination is supported by the Nominator.

19.6 If at least one Council-approved candidate for the Council-Nominated Position meets the Fit and Proper Person Test, then the Nomination Committee must make a recommendation to the Board of one of such Council-approved candidate(s) and the Board must appoint to the Council-Nominated Position the candidate so recommended.

## 20. **Miscellaneous provisions in relation to President and Deputy President**

20.1 In no event will one person hold the position of President or Deputy President at the same time as any other position on the Board or the Council.

20.2 Upon the expiry of their term of appointment as President, that person will immediately become a Past President and will not be eligible for election, re-election or nomination to or for any other office or position on the Council.

20.3 Other than where explicitly provided for in the Articles or the Rules, in the event that the person holding the position of President becomes unable or unwilling to carry out their role and responsibilities, then the Deputy President will deputise and carry out the role and responsibilities of the President, in addition to their own, until such time as a new President has been appointed.

20.4 The Deputy President will not automatically become President upon the expiry of their term of appointment as Deputy President nor on the expiry of the term of appointment of the incumbent President. The application process described in this part C of the Rules will be followed in order to appoint the President.

## **PART D – APPOINTMENTS TO THE COUNCIL**

### **21. Role of the Council**

The role and responsibility of the Council (both collectively and, where applicable, acting through the individual Councillors) is to:

- 21.1 act as an ambassador of the Company to disseminate and support its vision, mission, and values and help to ensure that all stakeholders understand and support a shared vision for the development of the Game and of the Councillors' respective organisations;
- 21.2 share responsibility with the Board and the Executive Team for the success of the Company and the Game, including supporting the Board and the Executive Team in the implementation of the Company's strategy and strategic plan;
- 21.3 proactively encourage inclusion and diversity on the Council, within the Councillors' respective organisations and within the wider tennis community;
- 21.4 when requested by the Board or the Executive Team, work with and support the Company to prohibit the holding of unauthorised or unsanctioned championships, tournaments and other competitions in Great Britain, the Channel Islands and the Isle of Man;
- 21.5 when requested by the Board or the Executive Team, work with and support the Company to prevent or prohibit any act or practice by a Member, a Member's Connected Parties, a Registered Organisation, a Registered Organisation's Connected Parties or any other person which is detrimental to the interests of the Game or otherwise contrary to the Code of Conduct, Disciplinary Code and/or Regulatory Documents; and
- 21.6 provide a forum for the representatives of certain Members to come together and exchange ideas and to exercise the rights granted to the Council in terms of Article 10 of, and Appendix B to, the Articles.

### **22. Composition of the Council**

- 22.1 Subject to Article 32 (*establishment / existence of the Council*) and the requirements and restrictions of the Sports Governance Code (and except where there is a casual vacancy), the Council will comprise:

- (a) President;
- (b) Deputy President;
- (c) forty six Member-Nominated Councillors, appointed in accordance with clause 24;
- (d) two Player Representative Councillors, appointed in accordance with clause 24;
- (e) one TIA Councillor, appointed in accordance with clause 24;
- (f) all (if any) Independent Councillors from time to time, up to a maximum of eight at any one time, appointed in accordance with clause 24; and
- (g) Board Councillors;
- (h) Honorary Life Councillors;

- (i) Honorary Life Vice-Presidents;
- (j) Past Presidents; and
- (k) Vice-Presidents.

22.2 Each Councillor will, on an ongoing basis, require to comply with the requirements set out in the Councillor Role Profile.

### 23. **Appointment of the President and the Deputy President**

23.1 The role of the President will be as set out in Schedule Two.

23.2 The President and Deputy President will, respectively, be appointed in accordance with the process set out in part C of the Rules.

### 24. **Appointment of Member-Nominated Councillors, Player Representative Councillors, TIA Councillor and Independent Councillors**

24.1 Certain persons will be entitled to nominate candidates for appointment as Voting Council Members. The table below sets out, in respect of a particular category of Councillor (as set out in the first column), those persons (as set out in the second column) who are entitled to make a nomination for that particular category of Councillor, and the maximum number of that particular category of Councillor at any one time.

<b>Category of Councillor</b>	<b>Nominator, being the person entitled to nominate</b>	<b>Maximum number of that category of Councillor at any one time</b>
Member-Nominated Councillor	Each Member identified in Schedule One as being entitled to make, as applicable, one or two nominations for this category of Councillor	One or two nominations, as applicable, from each person entitled to nominate and, in aggregate, forty six
Player Representative Councillor	The International Lawn Tennis Club of Great Britain	Two, preferably one male and one female
TIA Councillor	Tennis Industry Association	One
Independent Councillor	Directors	Eight

24.2 In order to nominate a candidate for appointment as a Voting Council Member in accordance with clause 24.1, the Nominator will:

- (a) ensure and confirm that the candidate:
  - (i) is over eighteen years of age;
  - (ii) meets (in so far as is practicable prior to appointment) the requirements of the Councillor Role Profile; and
  - (iii) meets the Fit and Proper Person Test;



- (b) where the candidate is nominated as a Player Representative Councillor, ensure and confirm that:
  - (i) the candidate competed professionally within the period of ten years prior to 31 December in the year in which the nomination is made; and
  - (ii) the candidate is a British citizen (as defined by the British Nationality Act 1981) or is eligible to (or did) compete for or represent Great Britain in Olympic or Paralympic competition or in the Billie Jean King Cup or the Davis Cup (or any predecessor or successor competition to either of them);
- (c) complete a nomination form, a copy of the up-to-date version of which will be available from the Company Secretary (or their designee) upon request; and
- (d) provide such information (and in such format) about the candidate as may reasonably be requested by the Company Secretary (or their designee).

24.3 A nomination for appointment made in accordance with clause 24.2 will be referred by the Company Secretary (or their designee) to the Nomination Committee for consideration in terms of clause 24.4. No person may be appointed to the Council unless a recommendation to do so has been made by the Nomination Committee.

24.4 Unless the Nomination Committee determines that the Fit and Proper Person Test has not been met in respect of the person nominated (or the appointment would result in the maximum number of that category of Councillor, as permitted in terms of clause 22.1, being exceeded), then the Nomination Committee must make a recommendation to the Board or the Council, as applicable in terms of the Nomination Committee's terms of reference for the relevant appointment to be made.

24.5 Upon the recommendation of the Nomination Committee and with the approval of the Board, an Independent Councillor will be appointed to the Council, without any further process, procedure or approval being required.

24.6 Upon the recommendation of the Nomination Committee and with the approval of the Council, a Member-Nominated Councillor, Player Representative Councillor or TIA Councillor (as applicable) will be appointed to the Council.

24.7 In the event of a casual vacancy in the position of a Member-Nominated Councillor, Player Representative Councillor, TIA Councillor and Independent Councillor (as applicable), then the relevant Nominator may provide notice in writing to the Company Secretary of such vacancy and propose a candidate in accordance with clauses 24.1 and 24.2.

## **25. Councillors nominated by The Tennis Foundation**

25.1 With effect from 1 January 2025, there are no TF Councillors.

25.2 No additional (or new nominations for) TF Councillors may (or will) be proposed or appointed.

**26. Board Councillors**

Upon appointment as the Chair, as an Independent Board Member or DTAG Chairperson, the Chair or Independent Board Member or DTAG Chairperson (as applicable) will automatically be appointed *ex officio* as a Board Councillor and, as such, a Non-Voting Council Member, without any further process, procedure or approval being required.

**27. Honorary Life Vice-Presidents, Vice Presidents and Honorary Life Councillors**

27.1 Certain persons were appointed (prior to 1 January 2013) as Honorary Life Vice-Presidents, Vice Presidents and/or Honorary Life Councillors as a result of special services rendered in connection with the Game, or a significant period of outstanding service to the Council.

27.2 No additional Honorary Life Vice-Presidents, Vice Presidents or Honorary Life Councillors may (or will) be proposed or appointed.

27.3 Honorary Life Vice-Presidents, Vice Presidents and Honorary Life Councillors will not be eligible for election, re-election or nomination to or for any office or position on the Council, nor for appointment or nomination as a representative of the Company on any other body or organisation.

**28. Terms of appointment of Councillors**

28.1 Without prejudice to clause 28.3, no person may serve on the Council for more than nine years in aggregate (including any period of service in or prior to 2017, and whether or not in consecutive years), unless:

- (a) that person has been appointed as the President, in which case clause 15.3 applies;
- (b) that person is a Non-Voting Council Member;
- (c) the short-term transitional arrangement agreed with Sport England (and communicated to the Council) in December 2021 applies in respect of that particular Voting Council Member; or
- (d) that person is (and remains) the chief executive of the National Association which nominated them and that person has not (i) been removed by their Nominator (i.e. the relevant National Association) in accordance with clause 30.1 and (ii) has not otherwise ceased to be a Voting Council Member.

28.2 A person appointed as a Member-Nominated Councillor, Player Representative Councillor, TIA Councillor or Independent Councillor (as applicable) will serve for a term of three years and may (if that person is willing to continue, is nominated for re-appointment by that person's Nominator and such re-appointment is approved by the Nomination Committee) continue for up to two further terms of three years.

28.3 When a Voting Council Member has completed their maximum term (in accordance with the terms of this clause 28), at least four years must elapse before that person may be eligible to become a Voting Council Member again.

**29. Notification of appointments to the Board and the Council**

The Company Secretary (or their designee) will notify the Board and the Council of the appointment of a Voting Council Member, or the continuation of a Voting Council Member's term following expiry of that Voting Council Member's initial or second term, which notification may be made at (or in the papers for) its respective next meeting after the appointment or the continuation.

**30. Termination of a Councillor's appointment**

Notwithstanding anything to the contrary in the Articles or these Rules, a person ceases to be a Voting Council Member as soon as:

- 30.1 that person is removed by their Nominator (which will include and mean the Council in the case of removing the President, the Deputy President or a Council-Nominated Board Member from a Council-Nominated Position), which it may do at any time and for any reason;
- 30.2 that person is subject to a disqualification order (of the court) or a disqualification undertaking in terms of The Company Directors Disqualification Act 1986 (or any equivalent legislation in force in any other jurisdiction);
- 30.3 a bankruptcy order is made against that person;
- 30.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 30.5 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 Voting Council Member and may remain so for more than six months;
- 30.6 notification is received by the Company from the Voting Council Member that the Voting Council Member is resigning from office, and such resignation has taken effect in accordance with its terms;
- 30.7 that person is absent for more than six consecutive months from meetings of the Council, without the permission of the President;
- 30.8 no less than 75% (seventy five per cent) of eligible Voting Council Members (being those Voting Council Members present and entitled to vote at the meeting of the Council at which the resolution is considered and who are not the subject of the resolution to remove) resolve that that person should be removed from office as a Councillor;
- 30.9 the Nomination Committee has found that that person does not (or no longer) meet(s) the Fit and Proper Person Test and the Board has resolved that that person should be removed from office as a Councillor; declaring that the Nominator of that person will (in advance of consideration by the Board) be informed of the intention to seek a resolution of the Board to remove that person; or
- 30.10 in the case of an Independent Councillor, that person ceases to be independent, for example by holding or taking on a position with any Member.

**31. Casual vacancy**

In the event of a casual vacancy on the Council, the appointment process set out in these Rules will be followed in order to replace them. No interim appointment will be made.

**32. Councillors' expenses**

32.1 Subject to clause 32.2, the Company may pay any reasonable expenses which a Voting Council Member, or member of a committee or of an advisory, project or working group, properly incurs in connection with their attendance at a meeting officially convened for the purpose of transacting the business of the Company or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

32.2 Any claim for expenses by a person so entitled in terms of clause 32.1 may be made only if in accordance with the Company's policy on the payment of expenses from time to time.

**33. Conflicts of interest**

33.1 Each Councillor will comply with any conflicts of interest policy of the Company which is applicable to Councillors.

33.2 A Voting Council Member must disclose the nature and extent of any interest which the Voting Council Member has or may have in relation to the business of the meeting.

33.3 Subject to clauses 33.1 and 33.2, a Voting Council Member (or their alternate) may be a party to, or otherwise interested in, any decision or arrangement which indirectly relates to that interest and which is not material (unless the chairperson of the meeting determines otherwise).

33.4 Subject to clauses 33.1 and 33.2, a Voting Council Member (or their alternate) will not attend (unless permitted to do so by the chairperson of the meeting), be counted in the quorum or vote at a meeting of the Council, the DTAG, any DTAG Workstream or any other body (or any part thereof) on any matter in which that person has, directly or indirectly, a material conflicting interest or duty.

## **PART E – MEETINGS OF THE COUNCIL**

### **34. Calling a meeting of the Council**

34.1 A meeting of the Council will be called upon a request to do so being made to the Company Secretary by:

- (a) the Directors;
- (b) the President; or
- (c) a notice in writing signed by fifteen or more Voting Council Members, accompanied by full details of the business for which the meeting is to be called.

34.2 A meeting of the Council will be held within four weeks of the date of the request for a meeting being received by the Company Secretary in accordance with clause 34.1, or within such longer period as may be specified or agreed by the requestor.

34.3 Notice of a meeting of the Council will include:

- (a) its proposed date and time;
- (b) where it is to take place if it is to take place in person;
- (c) if it is anticipated that Voting Council Members 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;
- (d) state the general nature of the business to be transacted at the meeting; and
- (e) set out the terms of all (if any) resolutions which the Voting Council Members will be asked to consider and vote upon at the meeting, together with copies of any relevant accompanying documentation.

For the avoidance of doubt, provided that the requisite details noted in this clause 34.3 are provided, the form of the notice need not be in a formal document.

34.4 Notice of a meeting of the Council will be given by the Company to each Voting Council Member, and will be given in accordance with this clause 34 and Article 55 (*means of communication to be used*).

34.5 For information only, a copy of a notice of a meeting of the Council:

- (a) will be sent to each Director;
- (b) will be sent to each member of the Executive Team; and
- (c) may also be sent to such other person(s) (if any) as the President may direct from time to time.

34.6 Each Voting Council Member will be given notice of the meeting of the Council, to be received by no later than the fifth working day prior to (but excluding) the date of the meeting. Such a notice will be deemed to be received by the recipient on:

- (a) if sent in hard copy form, the second working day after the date of posting;

- (b) if sent in electronic form, the day on which it was sent; and
- (c) if published on a website, the day on which the recipient received (or was deemed to have received) notice that it is on the website.

34.7 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 meeting of the Council.

**35. Entitlement to attend, speak and vote at a meeting of the Council**

35.1 All Voting Council Members (or their properly appointed alternates) will be permitted and entitled to attend, speak and vote on all business at meetings of the Council.

35.2 No person (other than a Voting Council Member or their properly appointed alternate) will be permitted or entitled to:

- (a) vote on any business at a meeting of the Council; and/or
- (b) attend or speak at any meeting of the Council, unless expressly permitted to do so by some other provision of these Rules.

**36. Appointment of alternate by Voting Council Member**

36.1 A Voting Council Member who will be unable to attend a meeting of the Council will be entitled to appoint an alternate who may, in the place of and in substitution for that Voting Council Member, exercise the rights of that Voting Council Member to attend, speak and vote on all business at that meeting of the Council.

36.2 In order to appoint an alternate, a Voting Council Member must notify the Company Secretary (or their designee) in writing at least two working days before the start of the meeting to which the appointment relates with the full name and address of the alternate. It will be for the Voting Council Member to ensure that their alternate receives a copy of the notice of the meeting and any accompanying documentation.

**37. Invitees to a meeting of the Council**

37.1 The Chief Executive, Finance Director, Board Councillors and Company Secretary will be entitled to attend and speak at any meeting of the Council.

37.2 For a period of up to three years after the date on which that person ceased to hold office as president, the immediate Past President will be entitled to attend any meeting of the Council and, if invited to do so by the President (at the discretion of the President), speak.

37.3 At the discretion of the President, the President may invite to attend and, if applicable, to speak at a meeting of the Council:

- (a) any other employee of the Company; and/or
- (b) any other person whom the President considers appropriate.

**38. Participation in a meeting of the Council**

- 38.1 In determining whether Voting Council Members (or their alternates) are participating in a meeting of the Council, it is irrelevant where any Voting Council Member is or how they communicate with each other.
- 38.2 In determining attendance at a meeting of the Council, there is no requirement for any two or more Voting Council Members (or their alternates) to be in the same physical place as each other.
- 38.3 Two or more persons who are not in the same physical place as each other attend and participate in a 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.
- 38.4 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 Voting Council Members may agree.

**39. Quorum for a meeting of the Council**

- 39.1 The quorum for a meeting of the Council will be twenty four Voting Council Members (or their alternates) who are entitled to vote on the business of the meeting.
- 39.2 At a meeting of the Council, unless a quorum is participating, no business may be transacted other than:
- (a) the appointment of the chairperson of the meeting (if the President and Deputy President are not present); or
  - (b) the proposal to call another meeting.

**40. Chairing of a meeting of the Council**

- 40.1 The President or, in the absence of the President, the Deputy President will chair (and be the chairperson of) meetings of the Council.
- 40.2 If neither the President nor the Deputy President is present within ten minutes of the time at which the meeting of the Council was to start, the Voting Council Members present will choose a Voting Council Member to be the chairperson of the meeting.

**41. Conduct of meetings of the Council**

- 41.1 Subject to any relevant provision in the Articles or these Rules to the contrary, the Council may regulate its proceedings, and adopt such procedures for the consideration of a matter, as it sees fit.
- 41.2 The chairperson of a meeting of the Council will be responsible for managing the conduct of proceedings and the procedures adopted. The chairperson of the meeting's decision (having consulted with the Company Secretary) on such matters will be final and binding.
- 41.3 A Voting Council Member may at any time raise a point of order which will be dealt with by the chairperson of the meeting of the Council in such manner as the chairperson of the meeting considers appropriate, having regard to the provisions of the Articles and these Rules.

- 41.4 The chairperson of the meeting will determine the order of business at the meeting of the Council.
- 41.5 No person will speak at a meeting of the Council, other than at the invitation of the chairperson of the meeting.
- 41.6 Subject to clause 41.7, if a question arises at a meeting of the Council as to the right of any Councillor 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 chairperson of the meeting whose ruling in relation to any Councillor (other than themselves) is to be final and conclusive.
- 41.7 If any question as to the right to participate in the meeting of the Council (or part of the meeting) should arise in respect of the chairperson of the meeting, the question is to be decided by a decision of the Council, for which purpose the chairperson of the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
42. **Adjournment**
- 42.1 If the persons attending a meeting of the Council 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 meeting must adjourn it.
- 42.2 The chairperson of the meeting of the Council may:
- (a) with the consent of a majority of Voting Council Members present (and will if so directed by such a majority) adjourn any meeting; or
  - (b) without the consent of any person, adjourn any meeting (whether or not it has commenced or a quorum is present) if it appears to him that:
    - (i) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
    - (ii) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 42.3 No business will be transacted at any adjourned meeting of the Council, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 42.4 When adjourning a meeting of the Council, the chairperson of the meeting must:
- (a) either specify the date and time to which it is adjourned or state that it is to continue at a date and time to be fixed by the President; and
  - (b) have regard to any directions as to the date and time of any adjournment which have been given by a majority of Voting Council Members present at the meeting which is being adjourned.



## **PART F – COUNCIL DECISION MAKING**

### **43. Resolutions**

43.1 A resolution which is to be put to a meeting of the Council may only be proposed by:

- (a) the Directors;
- (b) the President;
- (c) the Chief Executive;
- (d) the Company Secretary; or
- (e) six or more Voting Council Members, by completion, signature and return to the Company Secretary (to be received no later than twenty one days prior to (but excluding) the date of the next meeting of the Council) of a “resolution proposal form”, a copy of the up-to-date version of which will be available from the Company Secretary (or their designee) upon request.

43.2 A resolution proposed in accordance with the terms of clause 43.1 will be moved at a meeting of the Council, provided that none of the following applies:

- (a) it would, if passed, be ineffective (whether by reason of inconsistency with the Articles or these Rules, such as where the matter is not within the power or authority of the Council, or otherwise);
- (b) it is defamatory of any person; or
- (c) it is frivolous or vexatious.

43.3 The President and the Company Secretary will discuss and determine whether or not any of the exceptions set out in clauses 43.2 (a), (b) or (c) applies in respect of the proposed resolution. In the event that they are in agreement, their decision will be final and binding. In the event that they are unable to agree, the proposed resolution will be moved at a meeting of the Council but, prior to any vote being taken, either or both of the President and the Company Secretary may explain to the meeting why they do or do not consider that the exception applies.

43.4 The text of a resolution properly proposed in accordance with clauses 43.1 and 43.2 will be included in the notice of the meeting (in terms of clause 34.3).

### **44. Amendments to resolutions**

44.1 An amendment to a resolution may be proposed by:

- (a) the Directors;
- (b) the President;
- (c) the Chief Executive;
- (d) the Company Secretary; or

- (e) three or more Voting Council Members, by completion, signature and return to the Company Secretary (to be received no later than two working days prior to (but excluding) the date of the meeting of the Council at which the resolution is to be considered) of an “amendment of resolution proposal form”, a copy of the up-to-date version of which will be available from the Company Secretary (or their designee) upon request.

44.2 Provided that the President and the Company Secretary are both satisfied that the proposed amendment does not materially alter the scope of the resolution, the Company Secretary (or their designee) will send details of the proposed amendment, together with confirmation of the names of the persons who are proposing the amendment, to each person who is entitled to receive notice of the meeting of the Council as soon as reasonably practicable but prior to the meeting.

44.3 The chairperson of the meeting of the Council (having consulted with the Company Secretary) will, in their sole discretion, determine how to deal with multiple amendments to the same resolution, including the order and/or combination in which any proposed amendments may be voted upon.

44.4 No amendment will be made to a proposed resolution unless a simple majority of those present and eligible to vote at the meeting vote in favour of allowing the amendment.

44.5 All proposed amendments will be considered and voted upon prior to the final form of the proposed resolution being put to a vote.

#### 45. **Reconsidering a decision**

If a proposed resolution seeks to change or revoke a decision on which a resolution on the same or substantially the same subject matter was passed by the Council within the seven months prior to the date of the meeting at which the proposed resolution would be considered, then the proposed resolution will not be put to a vote of the Council unless 75% (seventy five per cent) or more of those present and eligible to vote at the meeting vote in favour of allowing the resolution to be put to that meeting for a vote.

#### 46. **Voting by the Council**

46.1 Each Voting Council Member will have one vote on each matter upon which a vote is to be taken, which will be exercisable only if the Voting Council Member (or their alternate) is present at the meeting at which votes are being cast. In accordance with clause 35, no one else will be entitled to vote.

46.2 No person will represent more than one organisation or have more than one vote (except for the chairperson of the meeting’s casting vote following an equality of votes) on the Council.

46.3 Except where a different approval percentage or decision-making system is expressly stated, a decision will be made, or a resolution will be passed, by the Council if a simple majority of the Voting Council Members (or properly appointed alternates) present at the meeting of the Council and who are entitled to vote on it vote in favour of it.

46.4 Except where it is expressly stated that votes may be cast as determined by the Company Secretary (or their designee) or that votes are to be cast by a different means, any decision of the Council will be determined by a show of hands (either in person or, provided that there is equivalent practical effect, in electronic form and/or through electronic means) of Voting Council Members.

46.5 If, on a show of hands (either in person or, provided that there is equivalent practical effect, in electronic form and/or through electronic means) or vote by any other means:

(a) any votes have been counted which ought not to have been counted; or

(b) any votes are not counted which ought to have been counted,

the error will not vitiate the decision of the meeting on any resolution or otherwise, unless both (i) it is pointed out at the meeting at which the error occurs, and (ii) the chairperson of the meeting decides that the error may have affected the decision of the meeting. In such a case, the chairperson of the meeting may direct that the resolution be again voted on a show of hands (either in person or, provided that there is equivalent practical effect, in electronic form and/or through electronic means) or by such other means designated for the vote. The decision of the chairperson of the meeting on such matters will be final.

46.6 A vote withheld (an abstention) is not a vote and will not be counted in the calculation of votes “for” or “against” a matter.

#### **47. Casting vote of chairperson of the meeting**

Provided that the chairperson of the meeting of the Council does not have a conflict of interest, 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 is again an equal number of votes cast for and against it, then the chairperson of the meeting will have a casting vote.

#### **48. Decision making of the Council outwith a meeting**

48.1 If both the President and the Chief Executive agree that a decision of the Council may be sought without the matter being put to a meeting, the matter may be put to the Voting Council Members in such manner as the President and the Chief Executive may agree, including by e-mail or in some other electronic form or through electronic means.

48.2 Voting Council Members will be given at least seven days to respond, except where the President and the Chief Executive together determine that there are exceptional circumstances, in which case a shorter period for responding may be stipulated.

48.3 In the event that fifteen or more Voting Council Members object to the matter being dealt with outwith a meeting, the proposal must be withdrawn and deferred to be debated at a meeting of the Council.

48.4 Subject to clause 48.3, the matter on which a decision was sought will be regarded as having been approved by the Council if, by the date stipulated for a response, not less than twenty four Voting Council Members have voted and a simple majority of the Voting Council Members who have voted have approved or voted in favour of the matter which was put to them.

#### **49. Validity of decisions of the Council**

49.1 All acts done by a meeting of the Council will be valid as if every such person had been duly appointed and was qualified and had continued to be a Voting Council Member and had been entitled to vote notwithstanding that it may afterwards be discovered that there was a defect in the appointment of any Voting Council Member or that any member was not entitled to vote.

49.2 The Council may act notwithstanding any vacancy in its body.

49.3 No amendment of the Articles or these Rules, and no decision of the Council, will invalidate any prior act of the Council which would have been valid if that amendment had not been made or that decision had not been taken.

50. **Minutes**

Minutes will be taken at all meetings of the Council, and will include the names of all present at each meeting. Minutes will be retained for a period of no less than ten years.

## **PART G – COMMITTEES AND ADVISORY / PROJECT / WORKING GROUPS**

51. The Directors have delegated authority, power and responsibility for certain matters to the Board Standing Committees in accordance with their respective terms of reference which are set out:
  - 51.1 for the Audit Committee in Schedule Five;
  - 51.2 for the Nomination Committee in Schedule Six; and
  - 51.3 for the Remuneration Committee in Schedule Seven.
52. The Company Secretary (or their designee) will notify the Council of the appointment, resignation or removal of a member of a Board Standing Committee, which notification may be made at (or in the papers for) the next meeting of the Council.
53. The Directors have delegated authority, power and responsibility for certain matters in accordance with the terms of the Disciplinary Code.
54. Without prejudice to any right of the Directors to delegate in accordance with the Articles, the Board may appoint an advisory, project and/or working group to carry out a particular activity or project, with such composition and scope / remit, and on such terms and conditions, as it sees fit. Any such appointment should be documented in writing by the Board.
55. Subject to any provision to the contrary in the Articles, these Rules or any relevant terms of reference, each committee (including Board Standing Committees) and any advisory, project and/or working group may regulate its proceedings, and adopt such procedures for the consideration of a matter, as it sees fit.

## **PART H – DEVELOPMENT TENNIS ADVISORY GROUP**

56. The terms of reference for the DTAG and the DTAG Workstreams are as set out in Schedule Eight.
57. Neither the DTAG nor any DTAG Workstream will have any power or authority to bind the Company or any other member of the LTA Group.
58. For the avoidance of doubt, the Board will consider any recommendation made to it by the DTAG but the Board will have discretion as to whether to adopt, modify, refer back for further development or reject any such recommendation.

## **PART I – LTA GROUP REPRESENTATION ON THIRD PARTY BODIES / ORGANISATIONS**

59. Where the Company (or any other member of the LTA Group) is entitled or required to nominate or propose a representative or candidate or otherwise to elect, select or appoint a representative to any third party body or organisation and/or its board, council, committees or similar (including of The All England Lawn Tennis Ground plc, The Championships, the Joint Committees, the ITF and Tennis Europe), then such nomination, proposal, election, selection or appointment will be made by the Board (upon the recommendation of the Nomination Committee) and will be notified to the Council (or, as applicable, by the Nomination Committee in accordance with its terms of reference with notification to the Board and the Council), which notification may be made at (or in the papers for) its next meeting.

## PART J – REGISTERED ORGANISATIONS (INCLUDING PARTICIPATION CONDITION)

### 60. Subscriptions payable by Registered Organisations

*Note: this clause 60 largely replicates the substance of the existing provisions for calculating subscription fees payable by “Associates” but removes the requirement for the approval of amounts by the Council - it does not take account of any new funding model for County Associations, Island Associations and National Associations and so will require to be reviewed in due course.*

60.1 Subject to clauses 60.2, 60.3 and 60.4 (and unless the Directors expressly approve or have approved a lesser amount or special arrangement on a case by case basis), the minimum annual subscription fee for each Registered Organisation in respect of each Registered Venue, which will be deemed to include any taxation payable thereon, will be calculated by multiplying the number of tennis courts and padel tennis courts of each surface to which the Registered Organisation has “regular access” (whether through ownership, a lease, a user agreement and/or some other arrangement or understanding) by the applicable “court fee”.

60.2 For the purposes of clause 60.1:

- (a) “court fee” means the annual fee per court (which may vary depending on the court surface and/or the type of Registered Organisation) as approved by the Directors from time to time; and
- (b) “regular access” means access on an exclusive basis for at least fifteen hours per week (for at least forty weeks per year).

60.3 If a Registered Organisation does not have regular access, a fixed fee will be payable, in an amount approved by the Directors from time to time (but no more frequently than annually).

60.4 Unless the Directors determine otherwise on a case by case basis, the annual subscription fee in respect of each year to 30 September will be payable between 1 October and the following 28 February.

60.5 The annual subscription fee may be paid to the Company as agent and the Company will pay the proceeds to the relevant National Association, County Association or Island Association to which the Registered Organisation and/or Registered Venue has been allocated by the Company (or relevant other member of the LTA Group).

### 61. Participation Condition

61.1 As provided for in Article 34 (*conditions of membership*), it is a condition of membership of the Company that each Member is, and must ensure that the Member’s Connected Parties (which includes each Registered Organisation) are, bound by and subject to the Participation Condition. Accordingly, each Member and each Member’s Connected Party must comply with the Participation Condition as set out in this clause 61.

61.2 For the purposes of the Articles and the Rules (including this clause 61):

- (a) the term “**Participation**” means the act of participating and/or any other involvement in or with the Game, including coaching, training, playing, competing, officiating, organising, hosting, delivering, administering, managing or promoting (in-person), in each case any part(s) of the Game; and



- (b) the term “**Participation Condition**” means (and is) to take such steps<sup>1</sup> as are necessary to ensure that any Participation is undertaken:
- (i) with other Member(s) or Registered Organisation(s); or
  - (ii) at a Registered Venue; or
  - (iii) where the Participation is delivered directly by the Member or Registered Organisation in order to pursue the Company’s vision to open tennis up, at a venue or location (which is not a Registered Venue but has been appropriately risk-assessed by the Member or Registered Organisation, as applicable, including with regard to appropriate safeguarding processes and procedures in place); or
  - (iv) where any Participation is proposed either (I) with any club(s) or organisation(s) which are not Registered Organisations (for example a league or other competition), or (II) at any venue or location which is not a Registered Venue, only with the written permission of the Company (which may be subject to such conditions as the Company may consider appropriate and may be given by e-mail by a member of the Company’s participation team) and, in considering whether or not to grant permission, the Company will take into account:
    - (A) if it is possible for the club(s) or organisation(s) (and/or venue(s) or location(s)) to register in terms of the Venue Registration Regulations;
    - (B) if so, the reason given for not registering; and
    - (C) if there is an overriding reason as to why it is in the best interests of tennis and will make a material / valuable contribution to opening tennis up for such permission to be granted.

**62. Transitional provision for interpretation of the term “Associate”**

For the purposes of interpretation of any document which (i) pre-dates these Rules, (ii) refers to the term “Associate” and (iii) states that the term “Associate” has the meaning set out in the articles of association, rules or standing orders of the Company, such a reference to “Associate” will be deemed to be a reference to a Registered Organisation.

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<sup>1</sup> Steps may include only sanctioning, recognising, authorising, otherwise permitting or supporting financially or in some other way any activity, match, league, event or competition which is compliant or consistent with the Participation Condition

## **PART K – PLAYERS AND ELIGIBILITY**

### **63. Conditions governing Participants (including players and team captains)**

- 63.1 Each and every Participant will be deemed to have acknowledged and accepted that they are subject to these Rules, the Code of Conduct, the Disciplinary Code and all (if any) other Regulatory Documents applicable to them from time to time.
- 63.2 Subject to any eligibility criteria for a particular match or competition, a non-playing captain of a team will not be subject to the eligibility criteria otherwise applicable to the team of which that person is captain relating to sex or age.

### **64. National eligibility**

- 64.1 The eligibility of a player to represent Great Britain will, subject to any eligibility criteria for a particular match or competition (and also subject to selection to represent Great Britain), be in accordance with the appropriate ITF regulation. In the application of any such ITF regulation, the term “citizen” means a “British citizen” (as defined in the British Nationality Act 1981).
- 64.2 The qualification of a player to represent England, Scotland or Wales will be in accordance with clause 64.1 above, except that:
- (a) “Nation” refers to England, Scotland or Wales respectively (in substitution for Great Britain);
  - (b) the authority to decide any application for special exemption equivalent to that provided for in the appropriate ITF regulation will be the Board; and
  - (c) exercising a qualification for Great Britain does not affect a qualification to play for England, Scotland or Wales, nor vice versa.

### **65. National championship eligibility**

In a national championship of Great Britain, a player is eligible to compete only if:

- 65.1 that player satisfies the eligibility criteria for the relevant national championship as communicated by the Company (or relevant member of the LTA Group) from time to time;
- 65.2 that player has not competed in the twelve months preceding the event in a national closed championship of a country other than those named in clause 64; and
- 65.3 that player is a member of the LTA Group’s “Advantage” membership scheme.

### **66. Area eligibility**

- 66.1 The eligibility of a player to:
- (a) represent a particular area (such as a county, island, or other area of Great Britain, the Channel Islands or the Isle of Man, in respect of which clause 64 is not applicable); or
  - (b) play in a competition involving those who are eligible to represent a particular area (“Area Competition”),

will be as set out in this clause 66.

66.2 Subject to clause 66.3 and any eligibility criteria for a particular match or competition, a player will be eligible to represent a particular area or play in an Area Competition relating to that particular area if:

(a) either:

- (i) the person is eligible to represent Great Britain in accordance with clause 64; or
- (ii) Great Britain, the Channel Islands or the Isle of Man has been that person's permanent place of residence for a period of twenty four consecutive months (twelve consecutive months in the case of a Junior) immediately preceding the relevant match or competition;

and

(b) one of the following qualification criteria applies:

- (i) that person's place of birth or permanent residence at date of birth is in that particular area; or
- (ii) that person's place of permanent residence has for at least twelve consecutive months immediately preceding the match or competition (six months in the case of a Junior) been in that particular area; or
- (iii) at any time, that person's place of permanent residence has, for a period of five consecutive years, been in that particular area; or
- (iv) the player is serving full-time in the United Kingdom regular armed forces and that player has resided in that particular area for at least six months immediately preceding the match or competition; or the player is the spouse, civil partner or child of such a person and that player has so resided with their spouse, civil partner or parent (including an adoptive parent).

66.3 The eligibility provisions set out in this clause 66 are subject to the following:

- (a) war service or conscripted service under the orders of the government will be held not to break any period for the purposes of a residential qualification criterion;
- (b) a player who has at any time (even if only once) relied upon the birth qualification criterion in clause 66.2(b)(i) may not seek to rely upon that birth qualification criterion for another area in the event of a change of boundary having taken place since that player's date of birth;
- (c) a player who has played at any time (even if only once) under either of the residential area qualification criteria in clauses 66.2(b)(ii) or 66.2(b)(iii) may continue to do so until such time as that player is eligible to (and does) rely upon a residential area qualification criterion in respect of another area, in which event any period of residence in the previous area will be deemed to be reset to zero;
- (d) no player may represent more than one area in any one competition, and no player may represent an area if that player has represented another area during the previous twelve months (six months in the case of a Junior);

- (e) a player is deemed to have represented an area if that player has been nominated to play in a match for that particular area and has accepted such nomination, and to have played in an Area Competition if that player's entry for the same has been accepted;
- (f) a British citizen born abroad is entitled to elect to adopt the birth qualification area (determined in accordance with clause 66.2(b)(i)) of either parent (but this election may only be made once and, once made, may not be changed);
- (g) any person who, following a change of boundary or of the division or grouping of counties under these Rules, acquires a qualification for an area for which that person did not meet a qualification criterion immediately prior to such change, is (subject to clauses 66.3(b), 66.3(d) and 66.3(f)) permitted to adopt and rely upon that acquired qualification criterion (or, subject to the consent of the Company, another qualification criterion for which that person is eligible) on the next occasion when that person seeks to rely upon an area qualification criterion, notwithstanding that that person may have relied upon a different area qualification criterion during the previous twelve months (six months in the case of a Junior); and in the event of that person playing in one Area Competition while another Area Competition in which that person has played is still in progress, that person is permitted until the end of the competition which started first to represent the one area in one competition and the other area in the other;
- (h) residence at or in connection with an educational or training establishment does not of itself constitute a residential qualification (unless only if that person's permanent residence whilst not at that educational or training establishment is in a country other than Great Britain, the Channel Islands or Isle of Man and their non-permanent residence at that educational or training establishment in that particular area has continued for at least twelve consecutive months immediately preceding the match or competition (six months in the case of a Junior));
- (i) in exceptional circumstances only, the Company may consent to a person being eligible to represent a particular (neighbouring) area or play in an Area Competition in the neighbouring area if the Company Secretary (or his designee) is satisfied (at their sole discretion) that the geographical circumstances are such that it is not reasonably possible (which is a substantially higher standard than it being inconvenient) for the person to play in the particular area in which they are permanently resident and that it is in the best interests of tennis in Great Britain to allow them to do so; and
- (j) in this Part K only, references to "permanent" residence / place of residence and "consecutive months" will be interpreted in a common sense way so as not to prevent a person taking what would generally be accepted to be a reasonable period of annual leave.

66.4 All questions of interpretation or application of this clause 66 and any applications for consent of the Company under this clause 66 will be determined by the Company Secretary (or their designee). All such questions or applications must be made in writing to the Company Secretary (or their designee). Such applications must be made not less than two months before the relevant match or competition, and must be accompanied by all relevant facts. The Company Secretary (or their designee) may request such further information, make such further enquiries and seek such advice as the Company Secretary deems necessary. Where the application is for the consent of the Company, the consent will be given by the Company

Secretary (or their designee) on behalf of the Company if the full circumstances warrant the consent being given.

- 66.5 In the column with the heading "Including" in Schedule One, any reference to authorities (local or unitary), boroughs, counties and districts will be to the relevant area of that name with the boundaries designated for the purposes of local government from time to time by Act of Parliament or subordinate legislation.

## PART L – TOURNAMENTS AND SANCTIONS

67. In this part L of these Rules, the following terms will have the meanings respectively given to them in this clause 67:

**“Exhibition Competition”** means, in relation to the Game, any match, league, tournament, competition or similar to which members of the public are admitted for a cash or other consideration, or which is broadcast on radio, television or any other media, or recorded on film, tape, digitally or other media for such purposes in the future, other than:

- (a) an international team match approved by the Company;
- (b) any match, league, tournament, competition or similar sanctioned or organised by the ITF;
- (c) an Open/Public Competition; and
- (d) a Permitted Competition;

**“Open/Public Competition”** means, in relation to the Game, any match, league, tournament, competition or similar at which accolades, cups, prizes or rewards are competed for by more than two (or, in the case of doubles, more than four) players (whether as individuals or as doubles partnerships) over a period of more than one day, but excluding any Permitted Competition; and

**“Permitted Competition”** means, in relation to the Game, any match, league, tournament, competition or similar:

- (a) the entries for which are restricted to full playing members of a particular Registered Organisation or Registered Venue;
- (b) promoted by a Member or Registered Organisation, the entries for which are restricted to its own members (or, in the case of a Member, to the members of its Registered Organisations);
- (c) promoted by a Member(s) to persons being eligible in accordance with clause 66 (*area eligibility*); or
- (d) which is not publicly advertised nor for which general or official invitations to play are issued, nor at which either gate money or its equivalent is taken.

### 68. **Sanctions for competitions**

#### 68.1 Exhibition Competition

An Exhibition Competition may not be staged or held in Great Britain without the prior written sanction or permission of the Company (and, if required, of the ITF), which sanction or permission may be subject to such conditions as the Company (and, if applicable, the ITF) may stipulate, including as to the date(s) on which and venue(s) at which the Exhibition Competition may be staged or held.

## 68.2 Open/Public Competition

- (a) Unless and until clause 68.2(b) has been complied with, a Member or Registered Organisation must not consent to, promote, stage or hold, nor permit any of the same to be done, nor assist any third party in promoting, staging or holding, an Open/Public Competition whether at a Registered Venue or elsewhere.
- (b) An Open/Public Competition may not be staged in Great Britain, the Channel Islands or the Isle of Man without the prior written sanction or permission of the Company (or another member of the LTA Group), which sanction or permission may be subject to such conditions as the Company may stipulate, including as to the dates on which the Open/Public Competition may be staged and that it must be staged at a specified Registered Venue(s).
- (c) The sanction or permission in relation to an Open/Public Competition, as referred to in clause 68.2(b), will be granted only to a Member or a Registered Organisation.
- (d) Any Open/Public Competition must be staged and held in accordance with the Regulatory Documents and the Rules of Tennis (or, where the context so requires, the Rules of Padel), and must only be referred to by the name/title set out in the sanction or permission granted.
- (e) For the avoidance of any doubt, any sanction or permission granted is specific to the Member or Registered Organisation (as applicable), date(s) and Registered Venue(s) stipulated in the sanction or permission, and will not sanction or permit any other or future Open/Public Competition (whether or not intended as a regular or annual event).
- (f) Where the sanction or permission for an Open/Public Competition is applied for by a Registered Organisation in respect of staging it at a Registered Venue, the Member within whose area of jurisdiction it is proposed to be staged will be notified by the Company (or another member of the LTA Group) prior to the grant of any sanction or permission.
- (g) Any application for the grant of a sanction or permission must be accompanied by such fee as is fixed from time to time by the Company.

## 68.3 Permitted Competition

A Member or Registered Organisation does not require a sanction or permission from the Company (or another member of the LTA Group) to promote, stage or hold a Permitted Competition at a Registered Venue but any such Permitted Competition must be staged and held in accordance with the Regulatory Documents and the Rules of Tennis (or, where the context so requires, the Rules of Padel).

## 69. Grant of sanction or permission

Any sanction or permission referred to in this part L of these Rules may be granted by the Company Secretary (or their designee) on behalf of the Company (or the relevant member of the LTA Group).

**SCHEDULE ONE****FULL LIST OF MEMBERS, GROUPING OF COUNTIES AND ENTITLEMENT TO NOMINATE A COUNCILLOR**

The following table lists Members and their entitlement (if any) to representation on the Council of the Lawn Tennis Association Limited ("LTA"):

	<b>Type / category of Member</b>	<b>Member<sup>2</sup></b>	<b>Including</b>	<b>Number of permitted nominees from that Member for appointment to the Council<sup>3</sup></b>
1.	National Association	Tennis Scotland (company number SC216962)		2 (with 1 being the chief executive of that National Association in an <i>ex officio</i> capacity; and 1 being a volunteer who is not a director of that National Association)
2.	National Association	Tennis Wales Limited (company number 05760866)		2 (with 1 being the chief executive of that National Association in an <i>ex officio</i> capacity; and 1 being a volunteer who is not a director of that National Association)
3.	Island Association	Channel Islands Tennis and Padel LBG (Guernsey company number 71165)		1

<sup>2</sup> An unincorporated association is not a legal person and so cannot hold a membership interest in LTA – where any unincorporated association is referenced in this Schedule One, it is not possible for it to be a Member and so, for there to be a valid membership interest, any membership interest would require to be held by a duly authorised legal person(s) on its behalf and the relevant unincorporated association's own constitutional / governing documentation would be expected to provide for this

<sup>3</sup> Unless otherwise stated, nomination is for a position as a Member-Nominated Councillor



	Type / category of Member	Member <sup>2</sup>	Including	Number of permitted nominees from that Member for appointment to the Council <sup>3</sup>
4.	Island Association	Isle of Man Lawn Tennis Association		1
5.	County Association	Avon Tennis (charitable incorporated association – charity number 1188388)	Unitary authorities of Bath and North East Somerset Council, Bristol City Council, North Somerset Council and South Gloucestershire Council	1
6.	County Association	Bedfordshire Tennis Limited (company number 15064242)	Unitary authorities of Luton Borough Council, Bedford Borough Council and Central Bedfordshire Council	1
7.	County Association	Berkshire LTA	Unitary authorities of Bracknell Forest Borough Council, Windsor and Maidenhead Borough Council, Reading Borough Council, Slough Borough Council, West Berkshire Council and Wokingham Borough Council	1
8.	County Association	Bucks County Tennis (charitable incorporated association – charity number 1207665)	Unitary authorities of Buckinghamshire Council and Milton Keynes Council	1
9.	County Association	Cambridgeshire LTA	Unitary authority of Peterborough City Council; and county council of Cambridgeshire County Council	1

	Type / category of Member	Member <sup>2</sup>	Including	Number of permitted nominees from that Member for appointment to the Council <sup>3</sup>
10.	County Association	Cheshire County Lawn Tennis Association Ltd (company number 15159956)	Unitary authorities of Cheshire West and Chester Council, Cheshire East Council, Halton Borough Council and Warrington Borough Council; the metropolitan district of Wirral Borough Council; and those parts of the metropolitan districts of Stockport Borough Council, Tameside Borough Council and Trafford Borough Council which are south of the River Mersey or east of the River Tame	1
11.	County Association	Tennis Cornwall	Unitary authority of Cornwall Council	1
12.	County Association	Cumbria Tennis (charitable incorporated association – charity number 1206111)	County council of Cumbria County Council	1
13.	County Association	Derbyshire Tennis Limited (company number 15897247)	Unitary authority of Derby City Council; and county council of Derbyshire County Council	1
14.	County Association	Devon Tennis Ltd (company number 15957746)	Unitary authorities of Plymouth City Council and Torbay Council; and county council of Devon County Council	1
15.	County Association	Dorset Lawn Tennis Association	Unitary authorities of Dorset Council and Bournemouth, Christchurch and Poole Council	1

	Type / category of Member	Member <sup>2</sup>	Including	Number of permitted nominees from that Member for appointment to the Council <sup>3</sup>
16.	County Association	Durham & Cleveland Lawn Tennis Association	Unitary authorities of Darlington Borough Council, Durham County Council, Hartlepool Borough Council, Middlesbrough Borough Council, Redcar and Cleveland Borough Council, and Stockton-on-Tees District Council; and the metropolitan districts of Sunderland City Council, Gateshead Borough Council and South Tyneside Borough Council	1
17.	County Association	Vacant pending admission of a new Member  (formerly Essex County Lawn Tennis Association - confirmed as having ceased to exist on 1 October 2024)	Unitary authorities of Southend-on-Sea Borough Council and Thurrock Council; the London boroughs of Barking and Dagenham, Havering, Newham, Redbridge, Tower Hamlets and Waltham Forest; and county council of Essex County Council	1
18.	County Association	Gloucestershire Lawn Tennis Association Limited (company number 14421986)	County council of Gloucestershire County Council	1
19.	County Association	Hampshire and Isle of Wight Tennis (charitable incorporated association – charity number 1204620)	Unitary authorities of the Isle of Wight Council, Portsmouth City Council and Southampton City Council; and county council of Hampshire County Council	1
20.	County Association	Herefordshire & Worcestershire LTA	Unitary authority of Herefordshire Council; and county council of Worcestershire County Council	1

	Type / category of Member	Member <sup>2</sup>	Including	Number of permitted nominees from that Member for appointment to the Council <sup>3</sup>
21.	County Association	Hertfordshire LTA Limited (company number 02851601)	County council of Hertfordshire County Council	1
22.	County Association	Kent Tennis Charitable Incorporated Organisation (charitable incorporated organisation – charity number 1200980)	Unitary authority of Medway Council; the London boroughs of Bexley, Bromley, Greenwich and Lewisham; and county council of Kent County Council	1
23.	County Association	Tennis Lancashire Ltd (company number 14545876)	Unitary authorities of Blackburn with Darwen Borough Council and Blackpool Council; the metropolitan districts of Bolton Borough Council, Bury Borough Council, Knowsley Borough Council, Liverpool City Council, Manchester City Council, Oldham Borough Council, Rochdale Borough Council, St Helens Borough Council, Salford City Council, Sefton Borough Council and Wigan Borough Council; those parts of the metropolitan districts of Stockport Borough Council, Tameside Borough Council and Trafford Borough Council which are north of the River Mersey or west of the River Tame; and county council of Lancashire County Council	1
24.	County Association	Tennis Leicestershire Limited (company number 05642125)	Unitary authorities of Leicester City Council and Rutland County Council; and county council of Leicestershire County Council	1

	<b>Type / category of Member</b>	<b>Member<sup>2</sup></b>	<b>Including</b>	<b>Number of permitted nominees from that Member for appointment to the Council<sup>3</sup></b>
25.	County Association	Lincolnshire Lawn Tennis Association	Unitary authorities of North East Lincolnshire Council and North Lincolnshire Council; and county council of Lincolnshire County Council	1
26.	County Association	Middlesex Tennis (charitable incorporated organisation – charity number 1208360)	City of London; and the London boroughs of Barnet, Brent, Camden, Ealing, Enfield, Hackney, Hammersmith and Fulham, Haringey, Harrow, Hillingdon, Hounslow, Islington, Kensington and Chelsea, those parts of Richmond-upon-Thames which are north of the River Thames, and Westminster	1
27.	County Association	Norfolk Lawn Tennis Association	County council of Norfolk County Council	1
28.	County Association	Northamptonshire Lawn Tennis Association	Unitary authorities of North Northamptonshire Council and West Northamptonshire Council	1
29.	County Association	Northumberland Lawn Tennis Association	Unitary authority of Northumberland County Council; and the metropolitan districts of Newcastle Upon Tyne City Council and North Tyneside Borough Council	1
30.	County Association	Nottinghamshire Lawn Tennis Association Limited (company number 12224553)	Unitary authority of Nottingham City Council; and county council of Nottinghamshire County Council	1
31.	County Association	Oxfordshire Lawn Tennis Association	County council of Oxfordshire County Council	1

	<b>Type / category of Member</b>	<b>Member<sup>2</sup></b>	<b>Including</b>	<b>Number of permitted nominees from that Member for appointment to the Council<sup>3</sup></b>
32.	County Association	Tennis Shropshire (charitable incorporated association – charity number 1187220)	Unitary authorities of Shropshire Council and Telford and Wrekin Borough Council	1
33.	County Association	Somerset Lawn Tennis Association	County council of Somerset County Council	1
34.	County Association	Staffordshire Lawn Tennis Association	Unitary authority of Stoke-on-Trent City Council; the metropolitan districts of Dudley Borough Council, Sandwell Borough Council, Walsall Borough Council and Wolverhampton City Council; and county council of Staffordshire County Council	1
35.	County Association	Suffolk Lawn Tennis Association	County council of Suffolk County Council	1
36.	County Association	Surrey Tennis (company number 15308688 and charity number 1210003)	London boroughs of Croydon, Kingston-upon-Thames, Lambeth, Merton, those parts of Richmond-upon-Thames which are south of the River Thames, Southwark, Sutton and Wandsworth; and county council of Surrey County Council	1
37.	County Association	Tennis Sussex Ltd (company number 14082265)	Unitary authority of Brighton and Hove City Council; and the county councils of East Sussex County Council and West Sussex County Council	1

	Type / category of Member	Member <sup>2</sup>	Including	Number of permitted nominees from that Member for appointment to the Council <sup>3</sup>
38.	County Association	Warwickshire Tennis Limited (company number 15803120)	Metropolitan districts of Birmingham City Council, Coventry City Council and Solihull Borough Council; the county council of Warwickshire County Council; and the district councils of North Warwickshire Borough Council, Nuneaton & Bedworth Borough Council, Rugby Borough Council, Stratford on Avon District Council and Warwick District Council	1
39.	County Association	Wiltshire Tennis (charitable incorporated association – charity number 1209506)	Unitary authorities of Swindon Borough Council and Wiltshire Council	1
40.	County Association	Yorkshire Tennis Ltd (company number 14381191)	Unitary authorities of East Riding of Yorkshire Council, Hull City Council and City of York Council; the metropolitan districts of Barnsley Borough Council, Bradford City Council, Calderdale Borough Council, Doncaster Borough Council, Kirklees Borough Council, Leeds City Council, Rotherham Borough Council, Sheffield City Council and Wakefield City Council; the county council of North Yorkshire County Council; and the district councils of Craven District Council, Hambleton District Council, Harrogate Borough Council, Richmondshire District Council, Ryedale District Council, Scarborough Borough Council and Selby District Council	1

	<b>Type / category of Member</b>	<b>Member<sup>2</sup></b>	<b>Including</b>	<b>Number of permitted nominees from that Member for appointment to the Council<sup>3</sup></b>
41.	Other Member Organisation	Association of British Tennis Officials		1
42.	Other Member Organisation	British Universities and Colleges Sport Limited (company number 06483060)		-
43.	Other Member Organisation	Cambridge University Lawn Tennis Club		-
44.	Other Member Organisation	Civil Service Lawn Tennis Association		-
45.	Other Member Organisation	The International Lawn Tennis Club of Great Britain		2 Player Representative Councillors
46.	Other Member Organisation	National Wheelchair Tennis Association		-
47.	Other Member Organisation	Oxford University Lawn Tennis Club		-
48.	Other Member Organisation	Seniors Tennis GB (formerly The Veterans' Lawn Tennis Association of Great Britain)		1
49.	Other Member Organisation	The All England Lawn Tennis & Croquet Club Limited (company number 07546718)		1



	<b>Type / category of Member</b>	<b>Member<sup>2</sup></b>	<b>Including</b>	<b>Number of permitted nominees from that Member for appointment to the Council<sup>3</sup></b>
50.	Other Member Organisation	Army Tennis Association (formerly known as Army Lawn Tennis Association)		1 (in total for the three combined organisations forming UK Armed Forces)
51.	Other Member Organisation	Royal Air Force Tennis Association (formerly known as RAF Tennis)		
52.	Other Member Organisation	Royal Navy Tennis Association (formerly known as Royal Navy Lawn Tennis Association)		
53.	Other Member Organisation	United Banks Lawn Tennis Association		-

## SCHEDULE TWO

### ROLE PROFILES

	<b>Chair</b> (non-executive)	<b>Chief Executive</b>	<b>President</b> (non-executive)
1.	Reports / accountable to the Board	Reports / accountable to the Chair (acting on behalf of the Board) and to the Board directly	Reports / accountable to the Council and the Board
2.	Lead the Board	Lead and manage the LTA Group on a day-to-day basis	Lead the Council and the volunteer workforce
3.	Act with honesty and integrity at all times, upholding the values of the LTA Group and ensuring that the LTA Group promotes equality and diversity for all of its stakeholders	Act with honesty and integrity at all times, upholding the values of the LTA Group and ensuring that the LTA Group promotes equality and diversity for all of its stakeholders	Act with honesty and integrity at all times, upholding the values of the LTA Group and ensuring that the LTA Group promotes equality and diversity for all of its stakeholders
4.	Act in the best interests of the LTA Group and tennis in Britain as a whole at all times	Act in the best interests of the LTA Group and tennis in Britain as a whole at all times	Act in the best interests of the LTA Group and tennis in Britain as a whole at all times
5.	Establish and maintain effective working relationships with the Chief Executive, the Finance Director and, to ensure cohesion between the Board and the Council, the President	Establish and maintain effective working relationships with the Chair, President and other members of the Board (as well as with the Executive Team)	Establish and maintain effective working relationships with the Chief Executive and, to ensure cohesion between the Board and the Council, the Chair
6.	Ensure that the Board plays a full and constructive part in the development and approval of the LTA Group's vision, mission, values, strategy, overall objectives and policies	Propose and develop the LTA Group's vision, mission, values, strategy, overall objectives and policies in close consultation with the Chair, the President and the Board (in addition to the Executive Team)	Ensure that the Council is consulted on any proposed amendment by the Directors to, or update of, the Company's then current vision, mission and/or business strategy
7.	Ensure the effectiveness, and effective functioning and running, of the Board and effectiveness of individual Directors, including by: <ul style="list-style-type: none"> <li>• Managing conflicts of interest appropriately</li> <li>• Encouraging all Directors to contribute their skills,</li> </ul>	Ensure the effectiveness, and effective functioning and running, of the Executive Team and effectiveness of individual Executive Team members	Ensure the effectiveness, and effective functioning and running, of the Council and effectiveness of individual Voting Council Members, including by: <ul style="list-style-type: none"> <li>• Managing conflicts of interest appropriately</li> </ul>

	<b>Chair</b> (non-executive)	<b>Chief Executive</b>	<b>President</b> (non-executive)
	<p>expertise, experience and opinions</p> <ul style="list-style-type: none"> <li>• Encouraging all Directors to take a full and constructive role on the Board</li> <li>• Promoting open communication and creating an atmosphere that allows and encourages constructive debates and challenges</li> <li>• Ensuring all Directors collaborate, interact and work effectively together in the best interests of the LTA Group and of tennis in Britain as a whole</li> <li>• Ensuring that the Board provides appropriate oversight of the activities of the LTA Group and holds the Chief Executive, Finance Director and other members of the Executive Team to account</li> </ul>		<ul style="list-style-type: none"> <li>• Encouraging all Voting Council Members to contribute their skills, expertise, experience and opinions</li> <li>• Promoting open communication and creating an atmosphere that allows and encourages constructive debates and active participation from all Voting Council Members</li> <li>• Ensuring all Voting Council Members collaborate, interact and work effectively together in the best interests of tennis in Britain as a whole</li> </ul>
8.	Provide an independent, objective perspective during Board deliberations		Promote the work of both the LTA Group and tennis in Britain generally, raising awareness and encouraging participation
9.	Regularly review with the Chief Executive the management, business and financial affairs of the LTA Group		
10.	Ensure that Board meeting agendas take full account of the important matters facing the LTA Group and any concerns of the Directors – with an emphasis on strategic, rather than routine, matters	Maintain a dialogue with the Chair and the President on the important and strategic matters facing the LTA Group, and propose meeting agenda items to the Chair and the President respectively which reflect these	Ensure that Council meeting agendas take account of the important matters facing the LTA Group – with an emphasis on strategic, rather than routine, matters

	<b>Chair</b> (non-executive)	<b>Chief Executive</b>	<b>President</b> (non-executive)
11.	<p>Ensure that the Board receives, in a timely manner, adequate information which must be relevant, accurate, clear, complete and reliable information to fulfil its duties and take informed decisions, such as on:</p> <ul style="list-style-type: none"> <li>• The LTA Group's performance, including progress towards the fulfilment of the LTA Group's vision, mission, strategy, overall objectives, budgets and forecasts;</li> <li>• The matters, challenges and opportunities facing the LTA Group; and</li> <li>• Matters referred to in the Schedule of Matters Reserved</li> </ul>	<p>Ensure that the Executive Team gives appropriate priority to providing reports to the Board which contain relevant, accurate, clear, complete, reliable and timely information</p>	
12.	<p>Chair meetings (and any other deliberations) of the Board in such a manner as to ensure that all matters are subject to an appropriate level of consideration and that adequate time is allocated for discussion and analysis of critical, strategic and competing matters</p>	<p>Ensure that the prior approval of the Board is obtained for any matter set out in the Schedule of Reserved Matters</p>	<p>Chair meetings (and any other deliberations) of the Council in such a manner as to ensure that all matters are subject to an appropriate level of consideration and that adequate time is allocated for discussion and analysis of the matters before it</p>
13.	<p>With the assistance of the Company Secretary, promote the highest standards of corporate governance throughout the LTA Group and with the Board, and be the person to whom the Company Secretary reports on company secretarial matters</p>	<p>Promote and conduct the affairs of the LTA Group with the highest standards of integrity, probity and corporate governance</p>	<p>With the assistance of the Company Secretary, promote the highest standards of corporate governance throughout the LTA Group and with the Council</p>

	<b>Chair</b> (non-executive)	<b>Chief Executive</b>	<b>President</b> (non-executive)
14.	Working with the Chief Executive, ensure that decisions of the Board are implemented and that the LTA Group is run in accordance with the Articles, the Rules and with all statutory and regulatory requirements to which it is subject and that the Directors understand their obligations to the Company and the Members and their legal duties	Implement the decisions of the Board and the Board Standing Committees	
15.	Act as an effective source of information and communication of the key matters facing the LTA Group and of any important developments which are or may be relevant to its everyday operation, thereby ensuring that Board members have the necessary level of knowledge to undertake their duties effectively		Act as an effective source of information and communication of the key matters facing the LTA Group and of any important developments which are relevant to its everyday operation, thereby ensuring that Voting Council Members have the necessary level of knowledge to undertake their duties effectively
16.	Ensure that the Chief Executive is kept apprised of any opinions and concerns expressed by the Board		Ensure that the Chair and the Chief Executive are kept apprised of any opinions or concerns expressed by members of the Council
17.	On occasions where the President or Deputy President is unable to attend a principal tennis event, be willing to stand in for the President and represent the LTA Group at that event	Lead on relations with the press and other media and be the representative of, and spokesperson for, the Company / LTA Group as and when required	Be the public representative of the LTA Group as the governing body of tennis in Great Britain, the Channel Islands and the Isle of Man at ceremonial or similar events, including: <ul style="list-style-type: none"> <li>• promoting and representing tennis in Britain and the LTA Group at public events, including those involving the national governing bodies of other sports or international federations; and</li> </ul>

	<b>Chair</b> (non-executive)	<b>Chief Executive</b>	<b>President</b> (non-executive)
			<ul style="list-style-type: none"> <li>attending the principal tennis events worldwide</li> </ul> <p>Act as a public ambassador for the LTA Group, promoting the work of the LTA Group and increasing awareness of its vision, mission, values and strategy</p> <p>Encourage the wider tennis community to collaborate and work effectively together in the best interests of tennis in Britain as a whole</p>
18.	Be the primary contact of the LTA Group for and with the chairman of The All England Lawn Tennis & Croquet Club Limited / The All England Lawn Tennis Club (Championships) Limited	Be the primary contact of the LTA Group for and with the chief executive of The All England Lawn Tennis & Croquet Club Limited / The All England Lawn Tennis Club (Championships) Limited	Be the primary representative of the LTA Group for ceremonial duties at The Championships
19.	Ensure that the performance and effectiveness of the Board as a whole, the Board Standing Committees, and individual Directors are formally evaluated regularly and otherwise in accordance with the Sports Governance Code, and that any action plan developed with the Board and Chief Executive is progressed to implementation	Ensure that performance reviews are carried out at least once a year for each of the members of the Executive Team and provide input to the wider Board evaluation process	Ensure that the performance and effectiveness of the Council as a whole, DTAG and individual Voting Council Members are formally evaluated regularly
20.	Alongside the Board, monitor and ensure that the performance of the Chief Executive is evaluated on a regular basis, and ensure that there is a succession plan in place		

	<b>Chair</b> (non-executive)	<b>Chief Executive</b>	<b>President</b> (non-executive)
21.	Provide leadership, support and advice to the Chief Executive and Finance Director, where appropriate, but while respecting executive responsibility	Provide leadership, support and advice to members of the Executive Team and employees of the LTA Group	Provide leadership, support and advice to members of the Council (whether formally in meetings of the Council or informally by meeting Councillors on an individual basis as reasonably requested from time to time), ensuring that they are effective in carrying out their duties and ensuring that they understand their role
22.	Act with the Chief Executive in matters having a major impact on tennis which are not matters reserved to the Board or the President		Act with the Chief Executive in matters having a major impact on tennis which are not matters reserved to the Board or the Chair

## **SCHEDULE THREE**

### **ROLE PROFILE - COUNCILLOR**

The role of the Council is set out in clause 21 of the Rules.

In terms of clause 22.2 of the Rules, every Councillor is required to meet the requirements of this Councillor Role Profile and to continue to meet them while a Councillor.

The role of a Councillor is to:

1. Act always in the best interests of tennis in Britain as a whole, taking an informed and balanced approach;
2. Act as an ambassador of the Company (and the LTA Group) to support, disseminate, promote and champion the values and the delivery of the vision, mission, strategy and other decisions of the Company (and/or LTA Group);
3. Attend meetings of the Council (usually four per year);
4. Support and work collaboratively with other Councillors, LTA Group colleagues (including the LTA Group's regional teams), Members<sup>4</sup> and other stakeholders;
5. Be an ambassador for the volunteer workforce;
6. In the case of a Member-Nominated Councillor<sup>5</sup>:
  - a. act as a communications conduit to and from their stakeholder group (including their Nominator<sup>6</sup>);
  - b. guide and support the delivery of county, venue and regional forums;
  - c. keep an overall check that their Nominator is taking appropriate steps to comply in relevant areas such as the County and Island Association Governance Framework, safeguarding, data protection, performance, etc;
  - d. be a part of an appropriate and open selection process with their Nominator to encourage a true representation of tennis in Britain, taking into account the need for diversity and inclusivity on the Council; and
  - e. be a member of the DTAG and/or of a DTAG Workstream, as required;
7. In the case of an Independent Councillor<sup>7</sup>:
  - a. provide subject matter expertise as a member of the DTAG and/or of a DTAG Workstream as required, or as requested by the Company or LTA Group colleagues on relevant strategic projects; and

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<sup>4</sup> Including the national, county and island associations

<sup>5</sup> The term "Member-Nominated Councillor" is defined in the Articles as meaning "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"

<sup>6</sup> The term "Nominator" is defined in the Articles as meaning "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"

<sup>7</sup> The term "Independent Councillor" is defined in the Articles as meaning "a member of the Council nominated by the Board and appointed in accordance with part D of the Rules"



- b. act as subject matter experts for other Councillors to help to provide support to the County Associations and Island Associations in the delivery of their core activities which in turn support the Company's (and wider LTA Group's) vision, mission and strategy; and
  - c. provide an external perspective to the operations of the County Associations and Island Associations through *ad hoc* attendance at their meetings;
8. Represent the Company at "LTA County Cup" and other tennis events as and when possible;
  9. Support the Company's / LTA Group's tennis awards; and

The expected behaviours of a Councillor are to:

- A. Keep up to date on the vision, mission, values and strategy of the Company (and/or LTA Group) and other programmes, products and initiatives of the LTA Group;
- B. Be familiar with the up to date versions of the Company's governing documentation (including the Articles and the Rules);
- C. Maximise the opportunity to share knowledge and expertise;
- D. In the case of a Member-Nominated Councillor being unable to attend (or being unable to attend the whole of) a particular meeting of the Council<sup>8</sup>, nominate an alternate to attend on their behalf<sup>9</sup> – the alternate should also comply with the requirements of this Councillor Role Profile;
- E. Carefully read/watch and consider the papers/webinars for (and in advance of) each meeting of the Council;
- F. In the case of a Member-Nominated Councillor, communicate their (and their Nominator's) views to, and seek to understand the views of, other Councillors (and their Nominators) in order to be able to form informed and balanced views;
- G. Actively contribute, participate and listen to and in meetings of the Council (including workshops), including through asking constructive questions;
- H. Get involved with committees, work streams and project groups/teams as required and actively contribute and participate to and in them, including through asking constructive questions;
- I. Give an appropriate amount of time to deliver the responsibilities within the role;
- J. Respond promptly to e-mails sent by or on behalf of the President, Deputy President, Chair, Company Secretary and/or Board to Councillors;
- K. Be respectful of the executive lines of management and address any query or concern through the appropriate designated channels;
- L. Accept and be involved in an approved personal review process for Councillors; and
- M. Comply with the Code of Conduct.

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<sup>8</sup> Repeated non- or partial attendance by a Councillor would be a matter for discussion and review, including regarding the appropriateness of them continuing as a Councillor

<sup>9</sup> In accordance with clause 36 of the Rules

## **SCHEDULE FOUR**

### **FIT AND PROPER PERSON TEST**

In order to protect the integrity and reputation of the LTA Group and the Game, and the interests of Members and other stakeholders, the Nomination Committee will assess the fitness and propriety of proposed candidates and nominees and, where applicable, those existing appointees whom it is proposed would continue in an existing position for a further term of appointment.

The “Fit and Proper Person Test” will be taken into account in the consideration of candidates and nominees for (and/or in) the position of Director or Councillor, and any other position in respect of which the Nomination Committee may make a recommendation.

The factors against which that assessment is to be undertaken are set out below in this Schedule. The Nomination Committee will attach such weight as is appropriate in the circumstances to each such factor, taking into account how relevant and how important a matter is or may be.

The following are the key factors of the “Fit and Proper Person Test” to which the Nomination Committee should have regard:

1. The nature of the position and role for which the person is proposed;
2. The person specification (if any) for the position for which the person is proposed;
3. The knowledge, skills, experience and competence of the proposed person to perform the specific role for which the person is proposed;
4. Where applicable, whether or not the proposed person would improve, increase or diversify the collective knowledge, skills and experience of the relevant body (such as the Board, Council or particular Board Standing Committee) as a whole;
5. The ability of the proposed person to devote adequate time to perform the duties and responsibilities of the position in question;
6. The proposed person’s honesty, integrity and reputation, including:
  - a. any unspent conviction for a criminal offence, taking into account the seriousness of and circumstances surrounding the offence, the explanation offered by the convicted person, the relevance of the offence to the proposed position and role, the passage of time since the offence was committed and evidence of the individual’s rehabilitation;
  - b. any interview in respect of the proposed person’s conduct and/or being or having been the subject of any existing or previous investigation or other proceedings (or having been notified of any potential investigation or proceedings) under the Disciplinary Code (or any predecessor of it) or any equivalent official code (relating to disciplinary, safeguarding, anti-doping, anti-corruption or similar matters) of any national, international, Olympic, Paralympic or Commonwealth Games body (in any sport), and any sanction, outcome or similar (whether or not voluntarily agreed) arising from or out of any such investigation or other proceedings at any time;
  - c. if the proposed person has a regulated profession or function, whether or not that person (or the business with which that person is or was involved) has been investigated, disciplined, reprimanded, suspended or criticised by the regulatory or professional body, a court or tribunal, whether privately or publicly;

- d. any positive or negative reputation and, if negative, whether or not that might have an adverse impact on, or be likely to undermine the integrity of, the LTA Group or the Game;
  - e. any dismissal or suspension from employment, engagement or appointment as a result of drug or alcohol abuses or other abusive acts;
  - f. any dismissal, suspension or request to resign from employment or engagement or from a position of trust or similar;
  - g. the candour and truthfulness in dealings with the LTA Group and Members (including not having provided any false, misleading and/or inaccurate information) and having provided any information reasonably requested by the Nomination Committee or LTA Group from time to time;
  - h. the demonstration of a readiness and willingness to comply with the LTA Group's vision, mission, values, strategy, policies, the Articles, the Rules, the Disciplinary Code and the Code of Conduct;
7. Any arrangement with the proposed person's creditors, or having filed for bankruptcy, had a bankruptcy petition served on him, been adjudged bankrupt, been the subject of a bankruptcy restrictions order (including an interim bankruptcy restrictions order), offered a bankruptcy restrictions undertaking or had assets sequestered, or having been involved in proceedings relating to any of these;
8. Any disqualification order made or disqualification undertaking given in terms of the Company Directors Disqualification Act 1986 or any other prohibition from being a director by law from time to time;

*[Interpretation note: this factor should be considered in all cases, not only those involving a proposed appointment to the Board]*

9. Where the proposed appointment is to the Board, any statutory provisions relating to persons permitted or prohibited from being a director;

*[Interpretation note: the Fit and Proper Person Test supplements but does not replace (and is not replaced by) the relevant statutory provisions]*

and

10. Any other factors which the Nomination Committee considers relevant in respect of the particular proposed person, position or role in question.

*[Interpretation note: by way of one example only, this factor may include evidence that the proposed person is employed in a role which requires Her Majesty's government security clearance prior to, or as a condition of, employment]*

## **SCHEDULE FIVE**

### **AUDIT COMMITTEE**

#### **TERMS OF REFERENCE**

##### **1. Membership**

1.1 The Audit Committee will (except where there is a casual vacancy) comprise a minimum of three members, of whom at least:

- (a) two will be non-executive Directors;
- (b) one will be an Independent Board Member; and
- (c) one will have recent and relevant financial experience.

The Chair will not be a member of the Audit Committee. Subject to paragraph 1.7, all members of the Audit Committee will be non-executive Directors.

1.2 The chair (who will be an Independent Board Member) and members of the Audit Committee will be appointed by the Board, on the recommendation of the Nomination Committee, in consultation with the chair of the Audit Committee.

1.3 Any appointment to the Audit Committee will be for a period of up to three years, which may be extended for up to two additional periods (of a maximum of three years each), provided that the member continues to be independent.

1.4 Only members of the Audit Committee have the right to attend Audit Committee meetings and to be present during any closed session of the Audit Committee.

1.5 Other individuals may be invited by the chair of the Audit Committee to attend all or part of any Audit Committee meeting as and when appropriate, declaring that the Chief Executive, the Finance Director, the external auditor, the internal auditor and/or (if the President is not a member of the Audit Committee) the President will be invited to attend all or part of Audit Committee meetings on a regular basis.

1.6 If the chair of the Audit Committee is not participating in the Audit Committee meeting within ten minutes of the time at which it was to start, then (provided that there is a quorum), the participating members of the Audit Committee will elect one of themselves who is a non-executive Director to chair the meeting.

1.7 Where it is necessary to secure expert knowledge or specific skills or experience on the Audit Committee itself, then an additional member(s) may be co-opted on to the Audit Committee. No one will be co-opted on to the Audit Committee, unless all of the following apply:

- (a) there has been a request for co-option from the Audit Committee;
- (b) the person proposed is independent of management and free from any business or other relationship that could materially interfere with the exercise of that person's independent and objective judgement;
- (c) the Nomination Committee has recommended the relevant co-option to the Board; and

- (d) the Board has approved the appointment of the co-opted member(s) to the Audit Committee.

1.8 Any person co-opted on to the Audit Committee in terms of paragraph 1.7 will have the same rights as the other members of the Audit Committee, including as to voting.

1.9 There may be no more than two co-opted members of the Audit Committee at any one time.

## **2. Secretary**

The Company Secretary, or their designee, will act as the secretary of the Audit Committee and will ensure that the Audit Committee receives information and papers in a timely manner to enable full and proper consideration to be given to matters.

## **3. Quorum and voting**

3.1 The quorum necessary for the transaction of business will be two members, one of whom must be an Independent Board Member.

3.2 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 of the Audit Committee members may agree.

3.3 A duly convened Audit Committee meeting at which a quorum is present will be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Audit Committee (in terms of these terms of reference).

3.4 Any decision of the Audit Committee will be by a simple majority.

3.5 Each member of the Audit Committee (who does not have a conflict of interest) will have one vote.

3.6 In the event of the same number of votes being cast for and against a matter, the chair of the Audit Committee meeting will have a casting vote (provided that the chair does not have a conflict of interest).

## **4. Frequency of meetings**

The Audit Committee will meet at least three times a year at appropriate intervals in the financial reporting and audit cycle and otherwise as required, as determined by the chair of the Audit Committee.

## **5. Notice of meetings**

5.1 Meetings of the Audit Committee will be called by the secretary of the Audit Committee at the request of the chair of the Audit Committee or any of its members, or at the request of the external auditor if they consider it necessary.

5.2 Unless otherwise agreed, notice of each meeting confirming the venue (if applicable), time and date, together with an agenda of items to be discussed and all papers to be discussed at the meeting, will be forwarded to each member of the Audit Committee and any other person required to attend no later than five working days before the date of the meeting. Supporting papers will be sent to Audit Committee members and to other attendees, as appropriate, at the same time.

- 5.3 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 decision taken or the proceedings at any Audit Committee meeting.

## **6. Minutes of meetings**

- 6.1 The secretary of the Audit Committee will minute the proceedings and decisions of all Audit Committee meetings, including recording the names of those present and in attendance.
- 6.2 Draft minutes of Audit Committee meetings will be circulated to the chair of the Audit Committee in the first instance and then, incorporating the comments of the chair of the Audit Committee (if any), to all other members of the Audit Committee. Once approved, minutes should be circulated to all other members of the Board and the Company Secretary unless, exceptionally (and subject to paragraph 6.4), it would be inappropriate to do so.
- 6.3 Unless the chair of the Audit Committee otherwise directs, the secretary of the Audit Committee will not be present during any closed session of the Audit Committee.
- 6.4 Minutes of all meetings of the Audit Committee to the extent that they relate to the duties delegated to it by the board of LTA Tennis Foundation shall be circulated to the board of LTA Tennis Foundation. For the avoidance of any doubt, this may be done by providing an extract of the minutes of the Audit Committee meeting covering the relevant matters.

## **7. Engagement with Members**

The chair of the Audit Committee (or, if the chair is unavailable, another member of the Audit Committee) will attend the annual general meeting of the Company (if any) to answer any relevant questions on the Audit Committee's activities.

## **8. Duties**

The Audit Committee should have oversight of the LTA Group as a whole and, unless required otherwise by regulation, carry out the duties below for the Company and the LTA Group as a whole, as appropriate.

The Audit Committee will:

### **8.1 Financial reporting**

- (a) monitor the integrity of the financial statements of the Company and any formal statements relating to its financial performance, and review and report to the Board on significant financial reporting issues and judgements which those statements contain, having regard to matters communicated to the Audit Committee by the external auditor;
- (b) in particular, review and challenge management, where necessary, and advise the Board on:
  - (i) compliance with generally accepted accounting principles, accounting standards, legal and other regulatory requirements;
  - (ii) the application (and consistency) of significant accounting policies and any changes to them;

- (iii) the methods used to account for significant or unusual transactions where different approaches are possible;
  - (iv) whether the Company has adopted appropriate accounting policies and made appropriate estimates and judgements, taking into account the views of the external auditor on the financial statements;
  - (v) the clarity and completeness of disclosures in the financial statements and the context in which statements are made; and
  - (vi) all material information presented with the financial statements, including the strategic report and the corporate governance statements relating to the audit and to risk management;
- (c) where the Audit Committee is not satisfied with any aspect of the proposed financial reporting by the Company, report its views to the Board;
  - (d) consider and advise the Board on all matters which will inform the Board's assessment as to whether or not the Company is a going concern;

## 8.2 **Narrative reporting**

review the content of the annual report and accounts and advise the Board on whether, taken as a whole, it is fair, balanced and understandable and provides the information necessary to assess the Company's performance, strategy and operating model;

## 8.3 **Internal controls and risk management systems**

- (a) keep under review the Company's internal financial and other controls and risk management systems and processes (including their adequacy and effectiveness and the Company's ability to identify, assess, manage and monitor risks within the risk appetite set by the Board;
- (b) review risk management reports at each Audit Committee meeting;
- (c) review, approve and recommend to the Board the statements to be included in the annual report concerning internal controls and risk management;

## 8.4 **Compliance, speaking-up and fraud**

- (a) review the adequacy and security of the Company's arrangements for its employees, contractors and external parties to raise concerns, in confidence, about possible wrongdoing in financial reporting or other matters. The Audit Committee will ensure that these arrangements allow proportionate and independent investigation of such matters and appropriate follow up action;
- (b) review the Company's procedures for detecting fraud;
- (c) review the Company's systems and controls for the prevention of bribery and receive reports on non-compliance;

## 8.5 Internal audit

- (a) consider the need for internal audit reviews, whether through in-house or external resources, on aspects of the Company's operations and the subsequent management of any review established;
- (b) where the Audit Committee determines that an internal audit review is required, determine the scope of the internal audit review, whether it is to be carried out in-house or externally, and the mandate of the appointed internal audit team in relation to the review, and thereafter monitor and review the effectiveness of the internal audit work;
- (c) ensure internal audit has unrestricted scope, the necessary resources and access to information to enable it to fulfil its mandate, ensure there is open communication between different functions and that the appointed internal audit team evaluates the effectiveness of these functions as part of its internal audit plan, and ensure that the internal audit function is equipped to perform in accordance with appropriate professional standards for internal auditors;
- (d) ensure the internal auditor has direct access to the chair of the Audit Committee, providing independence from the executive and accountability to the Audit Committee;

## 8.6 External audit

- (a) consider and make recommendations to the Board, to be put to Members for approval at the annual general meeting, in relation to the appointment, re-appointment and removal of the Company's external auditor;
- (b) develop and oversee the selection procedure for the appointment of the audit firm in accordance with applicable regulatory requirements;
- (c) if an external auditor resigns, investigate the issues leading to this and decide whether any action is required;
- (d) oversee the relationship with the external auditor and in this context:
  - (i) approve their remuneration, whether for audit or non-audit services, and ensure that the level of fees is appropriate to enable an effective and high-quality audit to be conducted;
  - (ii) approve their terms of engagement, including any engagement letter issued at the start of each financial year or audit and the scope and planning of the audit, and any significant changes to any of them;
- (e) assess annually the external auditor's independence and objectivity taking into account relevant law, regulation and other professional requirements and the LTA Group's relationship with the external auditor as a whole, including any threats to the external auditor's independence and the safeguards applied to mitigate those threats including the provision of any non-audit services;
- (f) satisfy itself that there are no relationships between the external auditor and the Company (other than in the ordinary course of business) which could adversely affect the external auditor's independence and objectivity;



- (g) agree with the Board a policy on the employment of former employees of the Company's external auditor, and monitor the application of this policy;
- (h) assess annually the qualifications, expertise and resources, and independence of the external auditor and the effectiveness of the external audit process, which will include a report from the external auditor on their own internal quality procedures;
- (i) develop and recommend to the Board the Company's formal policy on the provision of non-audit services by the external auditor, including prior approval of non-audit services by the Audit Committee and specifying the types of non-audit service to be pre- approved, and assessment of whether non-audit services have a direct or material effect on the audited financial statements. The policy should include consideration of the following matters:
  - (i) threats to the independence and objectivity of the external auditor and any safeguards in place;
  - (ii) the nature of the non-audit services;
  - (iii) whether the external audit firm is the most suitable supplier of the non- audit service; and
  - (iv) the fees for the non-audit services, both individually and in aggregate, relative to the audit fee;
- (j) meet regularly with the external auditor (including once at the planning stage before the audit and once after the audit at the reporting stage) and, at least once a year, meet with the external auditor without management being present, to discuss the external auditor's remit and any other matters arising;
- (k) discuss with the external auditor the factors that could affect audit quality and review and approve the annual audit plan, ensuring it is consistent with the scope of the audit engagement, having regard to the seniority, expertise and experience of the audit team;
- (l) review the findings of the audit with the external auditor. This will include but not be limited to, the following:
  - (i) a discussion of any major issues which arose during the audit;
  - (ii) the external auditor's explanation of how the risks to audit quality were addressed;
  - (iii) key accounting and audit judgements;
  - (iv) the external auditor's view of their interactions with senior management;
  - (v) levels of errors identified during the audit;
  - (vi) review any representation letter(s) requested by the external auditor before it is (they are) signed by management;
  - (vii) review the management letter and management's response to the external auditor's findings and recommendations;

- (viii) review the effectiveness of the audit process, including an assessment of the quality of the audit, the handling of key judgements by the external auditor, and the external auditor's response to questions from the Audit Committee;
- (m) evaluate the risks to the quality and effectiveness of the financial reporting process in the light of the external auditor's communications with the Audit Committee;

## 8.7 Insurance

consider, assess, determine and approve (on behalf of the Board):

- (a) the risks against which insurances should be effected and/or maintained for the Company (and/or the LTA Group);
- (b) the appropriate levels of cover; and
- (c) the insurance premiums for such insurances and levels of cover (and payment of such premiums);

## 8.8 Investment Advisory Group

- (a) establish a sub-committee of the Audit Committee called the "Investment Advisory Group";
- (b) determine and regularly review the terms of reference for the Investment Advisory Group;
- (c) approve and appoint persons as members of the Investment Advisory Group in accordance with its terms of reference (which will include a requirement that the factors set out in the Fit and Proper Person Test will be taken into consideration in approving and appointing any person);
- (d) oversee and review the operations of the Investment Advisory Group on a regular basis; and
- (e) report to the Board on the activities of the Investment Advisory Group; and
- (f) approve the appointment of fund managers for the Company (and/or the LTA Group) following a recommendation from the Investment Advisory Group;

## 8.9 Liaison with other Board Standing Committees

work and liaise as necessary with other Board Standing Committees; and

## 8.10 Any other matter requested by Board

respond to any other relevant matter as specifically requested by the Board.

## 9. Reporting responsibilities

- 9.1 The chair of the Audit Committee will report to the Board after each Audit Committee meeting on all matters within its duties and responsibilities.

- 9.2 The Audit Committee will make whatever recommendations to the Board it deems appropriate on any area within its remit where action or improvement is needed, and adequate time should be made available for Board discussion when necessary.

10. **Other matters**

The Audit Committee will:

- 10.1 have access to sufficient resources in order to carry out its duties, including access to the company secretariat for advice and assistance as required.
- 10.2 be provided with appropriate and timely training, both in the form of an induction programme for new members and on an ongoing basis for all members.
- 10.3 give due consideration to all relevant laws and regulations, published guidance, the Sports Governance Code, and any other applicable rules, as appropriate.
- 10.4 oversee any investigation of activities which are within its terms of reference.
- 10.5 ensure that a periodic evaluation of the Audit Committee's own performance is carried out.
- 10.6 at least annually, review the composition of the Audit Committee and its terms of reference to ensure it is operating effectively and recommend any changes it considers necessary to the Board for approval.

11. **Authority**

The Audit Committee is authorised by the Board to:

- 11.1 seek any information it requires from any employee of the Company in order to perform its duties.
- 11.2 obtain, at the Company's expense, independent legal, accounting or other professional advice on any matter within its terms of reference if it believes it necessary to do so.
- 11.3 call any employee to be questioned at an Audit Committee meeting as and when required.

## **SCHEDULE SIX**

### **NOMINATION COMMITTEE**

#### **TERMS OF REFERENCE**

##### **1. Membership**

- 1.1 The Nomination Committee will (subject to paragraph 1.10 and except where there is a casual vacancy) comprise:
  - (a) Chair;
  - (b) Senior Independent Director;
  - (c) one other Independent Board Member;
  - (d) President; and
  - (e) Deputy President.
- 1.2 A majority of the members of the Nomination Committee will be Independent Board Members. Otherwise, subject to paragraph 1.10, all members of the Nomination Committee will be non-executive Directors.
- 1.3 All appointments to the Nomination Committee will be made initially by the Board. Thereafter, appointments to the Nomination Committee will be made by the Board on the recommendation of the Nomination Committee.
- 1.4 Any appointment to the Nomination Committee will be for a period of up to three years, which may be extended for up to two additional periods (of a maximum of three years each), provided that the member still meets the criteria for membership of the Nomination Committee.
- 1.5 Only members of the Nomination Committee have the right to attend Nomination Committee meetings and to be present during any closed session of the Nomination Committee.
- 1.6 Other individuals (such as the Chief Executive, the LTA Group's people director, the DTAG Chairperson and external advisers) may be invited by the chair of the Nomination Committee to attend all or part of any Nomination Committee meeting, as and when appropriate.
- 1.7 The chair of the Nomination Committee will be the Chair and, in the absence of the Chair, will be the Senior Independent Director.
- 1.8 Notwithstanding paragraph 1.7, the Chair will not chair any Nomination Committee meeting when it is dealing with the matter of succession of the Chair, in which case the Senior Independent Director will be the chair of the Nomination Committee.
- 1.9 If the chair of the Nomination Committee is not participating in the Nomination Committee meeting within ten minutes of the time at which it was to start, then (provided that there is a quorum), the Senior Independent Director will chair the meeting.
- 1.10 In exceptional circumstances and only where it is necessary to secure expert knowledge or specific skills or experience on the Nomination Committee itself, then an additional

member(s) may be co-opted on to the Nomination Committee. No one will be co-opted on to the Nomination Committee, unless all of the following apply:

- (a) there has been a request for co-option from the Nomination Committee;
- (b) the person proposed is independent of management and free from any business or other relationship that could materially interfere with the exercise of that person's independent and objective judgement;
- (c) the Nomination Committee has recommended the relevant co-option to the Board; and
- (d) the Board has approved the appointment of the co-opted member(s) to the Nomination Committee.

1.11 Any person co-opted on to the Nomination Committee in terms of paragraph 1.10 will have the same rights as the other members of the Nomination Committee, including as to voting.

1.12 There may be no more than two co-opted members of the Nomination Committee at any one time.

## **2. Secretary**

The Company Secretary, or their designee, will act as the secretary of the Nomination Committee and will ensure that the Nomination Committee receives information and papers in a timely manner to enable full and proper consideration to be given to matters.

## **3. Quorum and voting**

3.1 The quorum necessary for the transaction of business at a Nomination Committee meeting will be three members:

- (a) subject to paragraph 3.1(b), two of whom must be Independent Board Members (including, within the two, at least one of the Chair or the Senior Independent Director) and one of whom must be either the President or the Deputy President; or
- (b) where the item of business involves consideration of the re-appointment (or not, as applicable) as directors of the Company, of the Senior Independent Director and the Independent Board Member who is a member of the Nomination Committee, such that both of them are conflicted, then the members (to be counted in the quorum for that item of business) must be the Chair, President and Deputy President.

3.2 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 of the Nomination Committee may agree.

3.3 A duly convened Nomination Committee meeting at which a quorum is present will be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Nomination Committee (in terms of these terms of reference).

3.4 Any decision of the Nomination Committee will be by a simple majority (but will be subject to paragraph 7.15 below).

3.5 Each member of the Nomination Committee (who does not have a conflict of interest) will have one vote.

- 3.6 In the event of the same number of votes being cast for and against a matter, the chair of the Nomination Committee meeting will have a casting vote (provided that the chair does not have a conflict of interest).

#### **4. Frequency of meetings**

The Nomination Committee will meet at least three times a year and otherwise as required as determined by the chair of the Nomination Committee.

#### **5. Notice of meetings**

- 5.1 Meetings of the Nomination Committee will be called by the secretary of the Nomination Committee at the request of the chair of the Nomination Committee or any of its members.
- 5.2 Unless otherwise agreed, notice of each meeting confirming the venue (if applicable), time and date, together with an agenda of items to be discussed and all papers to be discussed at the meeting, will be forwarded to each member of the Nomination Committee and any other person required to attend no later than five working days before the date of the meeting. Supporting papers will be sent to Nomination Committee members and to other attendees, as appropriate, at the same time.
- 5.3 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 decision taken or the proceedings at any Nomination Committee meeting.

#### **6. Minutes of meetings**

- 6.1 The secretary will minute the proceedings and decisions of all Nomination Committee meetings, including recording the names of those present and in attendance.
- 6.2 Draft minutes of Nomination Committee meetings will be circulated to the chair of the Nomination Committee in the first instance and then, incorporating the comments of the chair of the Nomination Committee (if any), to all other members of the Nomination Committee. Once approved, minutes should be circulated to all other members of the Board and the Company Secretary unless, exceptionally, it would be inappropriate to do so.
- 6.3 Unless the chair of the Nomination Committee otherwise directs, the secretary of the Nomination Committee will not be present during any closed session of the Nomination Committee.

#### **7. Duties**

The Nomination Committee should carry out the duties below for the Company and the LTA Group as a whole, as appropriate.

The Nomination Committee will:

- 7.1 regularly review the structure, size and composition (including the skills, experience, diversity, independence and knowledge) of the Board and make recommendations to the Board with regard to any changes, including with regard to succession planning;
- 7.2 regularly review the structure, size and composition (including the skills, experience, diversity and knowledge) of the Council and make recommendations to the Board and the Council with regard to any changes, including with regard to succession planning;

- 7.3 be responsible for leading the process, on behalf of the Board, for making appointments to the Board and identifying and nominating, for the approval of the Board, candidates to fill vacancies as and when they arise;
- 7.4 determine the criteria for the selection and appointment of any person to a particular position;
- 7.5 before any appointment is made by the Board and/or the Council (as applicable), evaluate the balance of skills, experience, diversity, independence and knowledge on the Board or the Council (as applicable) and, in the light of this evaluation but subject to any criteria stipulated in the Articles or the Rules for the particular position, prepare a written description of the role and capabilities required for a particular appointment and the time commitment expected;
- 7.6 in identifying suitable candidates for a position as a non-executive Director (other than the President, Deputy President or Council-Nominated Board Members):
  - (a) use an open, publicly advertised recruitment process, supplemented (if the Nomination Committee sees fit) by the services of external advisers to facilitate the search;
  - (b) consider candidates from a wide range of backgrounds, where possible; and
  - (c) consider candidates on merit and against objective criteria, having due regard to the benefits of diversity;
- 7.7 ensure that, on appointment to the Board, a non-executive Director receives a formal letter of appointment setting out clearly what is expected;
- 7.8 ensure that, on appointment to the Council, a Voting Council Member receives a formal letter of appointment setting out clearly what is expected;
- 7.9 ensure the development and implementation of a formal induction programme for appointees to the Board or Council (as applicable), relevant to their particular position and role;
- 7.10 ensure that performance evaluations are carried out in respect of the Board, the Chair, the Chief Executive and other individual Directors at least on an annual basis and that an externally facilitated evaluation of the Board is carried out at least once every four years;
- 7.11 review the results of the Board performance evaluation process that relate to the composition of the Board and succession planning;
- 7.12 ensure that performance evaluations are carried out in respect of the Council at least once every three years and of each of the individual Councillors at least once every three years;
- 7.13 review the results of the Council performance evaluation process that relate to the composition of the Council and succession planning;
- 7.14 assist in annual performance evaluations to assess whether or not each appointee has devoted sufficient time and energy to fulfil their duties;
- 7.15 have due regard to the recommendations of the President and Deputy President in relation to the nomination of any person for appointment as:
  - (a) the (future) President;

- (b) the (future) Deputy President;
- (c) a Council-Nominated Board Member;
- (d) a Voting Council Member;
- (e) the DTAG Chairperson; or
- (f) any tournament ambassador for any tournament in respect of which the Board wishes to appoint such an ambassador,

and, where the President and Deputy President both vote against the Nomination Committee making a recommendation for appointment in respect of a proposed person as:

- (i) a Voting Council Member (other than as an Independent Councillor); or
- (ii) a tournament ambassador,

then no such recommendation for appointment will be made by the Nomination Committee;

7.16 prior to making any recommendation for appointment (or continuation of appointment) of a person in terms of paragraphs 7.17, 7.18 or 7.19 below:

- (a) assess the person against the description of the role and capabilities required for that particular appointment (as determined by the Nomination Committee in terms of paragraph 7.5 above, where applicable);
- (b) check and satisfy itself that the person meets the Fit and Proper Person Test;
- (c) where applicable in respect of the position in question, consider the relevant requirements of the Sports Governance Code and satisfy itself that the appointment would not result in the Company failing to comply with it;
- (d) review and consider the information provided by the person on their completed declaration of interest form (and any other information provided to it) and determine whether or not any actual or potential conflict of interest would preclude that person from appointment, or would require to be authorised by the Board and, in the case of appointment to a position on the Council, the Council in addition, in each case prior to appointment; and
- (e) ensure that the person has provided a declaration of good character and a commitment to integrity in the terms required by the Nomination Committee from time to time;

7.17 select the preferred candidate from those candidates nominated by the Council for appointment to the position of President, Deputy President or Council-Nominated Board Member, as set out in and subject to part C of the Rules, for recommendation to the Board;

7.18 subject to paragraphs 7.15 and 7.16 above, make recommendations in respect of the proposed appointment of any person:

- (a) as a Director, such recommendation being made to the Board;
- (b) as the Chief Executive, such recommendation being made to the Board;



- (c) as the Senior Independent Director or as the Company Secretary, such recommendation being made to the Board;
- (d) as a member of any Board Standing Committee, such recommendation being made to the Board (having consulted with the chair of the relevant Board Standing Committee);
- (e) as a Voting Council Member (other than as an Independent Councillor), such recommendation being made to the Council;
- (f) as an Independent Councillor, such recommendation being made to the Board;
- (g) as a director or trustee on the board of any company within the LTA Group, such recommendation being made to the shareholder(s) or member(s) of the relevant company;
- (h) as the Chair of the Judicial Panel (as defined in the Disciplinary Code), such recommendation being made to the Board; and/or
- (i) as the LTA Group's "Disciplinary Officer", "Head of Safeguarding", "Anti-Doping Officer" and/or "Integrity Officer", such recommendation(s) being made to the Board;

7.19 make recommendations to the Board (or, where applicable, the Council) regarding any proposed re-appointment of a person to any of the positions set out in paragraph 7.18 above with effect from the conclusion of that person's specified term of office (where there is a specific term of office in respect of that position), having given due regard to that person's performance and ability to continue to contribute to the relevant body in the light of knowledge, skills and experience required;

7.20 where a specific term of appointment is not designated by the Articles or the Rules in respect of a particular position, make recommendations to the Board or the Council (as applicable in respect of that position) with regard to the term of appointment (or continued term of appointment);

7.21 prior to making any recommendation to the Board for nomination, proposal, election, selection or appointment by or from the Company (or any other member of the LTA Group) in terms of paragraph 7.22 below:

- (a) assess the person against the description of the role and capabilities required for that particular position (where such a description exists); and
- (b) to the extent applicable, check and satisfy itself that the person meets the Fit and Proper Person Test;

7.22 subject to paragraph 7.21 above, make recommendations to the Board in respect of the proposed nomination, proposal, election, selection or appointment by or from the Company (or any other member of the LTA Group) in respect of:

- (a) any representative on the board of The All England Lawn Tennis Ground plc;
- (b) any representative on the committee of management of The Championships;
- (c) any representative on the joint finance committee of The Championships;
- (d) any representative on a Joint Committee;

- (e) the delegates (including the designated voting delegate) of the Company for any general meeting of the ITF;
- (f) a position on the board of the ITF;
- (g) the delegates (including the designated voting delegate) of the Company for any general meeting of Tennis Europe;
- (h) a position on the board of Tennis Europe; and
- (i) a position on the board, council or similar of any international, multi-national, olympic, paralympic, commonwealth or similar organisation;

7.23 on behalf of the Board, make (and notify the Board of) any nomination, proposal, election, selection or appointment by or from the Company (or any other member of the LTA Group) in respect of:

- (a) any ITF committee or sub-committee;
- (b) any Tennis Europe committee or sub-committee;
- (c) any position on a committee, sub-committee or similar of any international, multi-national, olympic, paralympic, commonwealth or similar organisation; and
- (d) a tournament ambassador for any tournament in respect of which the Board wishes to appoint such an ambassador;

7.24 consider nominations, applications or similar for the “LTA Meritorious Service Award”, the “Carl Aarvold Award”, the “ITF Award for Services to the Game” and any other award (or similar) in respect of which the Board may request a recommendation from it, and (as it sees fit but having regard to the recommendations of the President and Deputy President) make a recommendation to the Board in respect of the grant or making of such an award (or similar);

7.25 specifically in relation to inclusion and diversity:

- (a) establish a sub-committee of the Nomination Committee called the “Inclusion and Diversity Advisory Group”;
- (b) determine and regularly review the terms of reference for the Inclusion and Diversity Advisory Group, which will include responsibility for ensuring that the LTA complies with the requirements in the Sports Governance Code around diversity and having a diversity and inclusion action plan (by whatever name);
- (c) approve and appoint persons as members of the Inclusion and Diversity Advisory Group in accordance with its terms of reference (which will include a requirement that the factors set out in the Fit and Proper Person Test will be taken into consideration in approving and appointing any person);
- (d) oversee and review the operations of the Inclusion and Diversity Advisory Group on a regular basis; and
- (e) report to the Board on the activities of the Inclusion and Diversity Advisory Group;

- 7.26 work and liaise as necessary with other Board Standing Committees;
- 7.27 respond to any other relevant matter as specifically requested by the Board; and
- 7.28 make any recommendation or perform any other role explicitly designated to the Nomination Committee in terms of the Articles or the Rules.

## **8. Reporting responsibilities**

- 8.1 Except (but only) to the extent that it would be inappropriate to do so, the chair of the Nomination Committee will report to the Board after each Nomination Committee meeting on all matters within its duties and responsibilities.
- 8.2 The Nomination Committee will make whatever recommendations to the Board it deems appropriate on any area within its remit where action or improvement is needed, and adequate time should be made available for Board discussion when necessary.
- 8.3 The Nomination Committee will produce a report to be included in the Annual Report describing the work of the Nomination Committee in the relevant financial year, including:
  - (a) the process used in relation to appointments, its approach to succession planning and how both support the development of a diverse pipeline;
  - (b) how Board evaluation has been conducted, the nature and extent of an external evaluator's contact with the Board and individual directors, the outcomes and actions taken, and how it has influenced or will influence Board composition;
  - (c) the policy on diversity and inclusion, its objectives and linkage to Company strategy, how it has been implemented and progress on achieving the objectives; and
  - (d) the diversity of those in the senior management team and their direct reports.

## **9. Other matters**

The Nomination Committee will:

- 9.1 have access to sufficient resources in order to carry out its duties, including access to the company secretariat for advice and assistance as required.
- 9.2 be provided with appropriate and timely training, both in the form of an induction programme for new members and on an ongoing basis for all members.
- 9.3 give due consideration to all relevant laws and regulations, the requirements of the Sports Governance Code and any other applicable rules, as appropriate.
- 9.4 ensure that a periodic evaluation of the Nomination Committee's own performance is carried out.
- 9.5 at least annually, review the Nomination Committee's terms of reference to ensure it is operating effectively and recommend any changes it considers necessary to the Board for approval.
- 9.6 at least annually, review the Fit and Proper Person Test and recommend any changes it considers necessary to the Board for approval.

10. **Authority**

The Nomination Committee is authorised by the Board to:

- 10.1 seek any information it requires from any employee of the Company in order to perform its duties.
- 10.2 obtain, at the Company's expense, independent legal or other professional advice on any matter within its terms of reference if it believes it necessary to do so.

## **SCHEDULE SEVEN**

### **REMUNERATION COMMITTEE**

#### **TERMS OF REFERENCE**

##### **1. Membership**

- 1.1 The Remuneration Committee will (except where there is a casual vacancy) comprise a minimum of four members, including:
  - (a) Chair;
  - (b) two other Independent Board Members; and
  - (c) President.
- 1.2 Subject to paragraph 1.9, all members of the Remuneration Committee will be non-executive Directors.
- 1.3 All appointments to the Remuneration Committee will be made by the Board on the recommendation of the Nomination Committee and in consultation with the chair of the Remuneration Committee.
- 1.4 Any appointment to the Remuneration Committee will be for a period of up to three years, which may be extended for up to two additional periods (of a maximum of three years each), provided that the member still meets the criteria for membership of the Remuneration Committee.
- 1.5 Only members of the Remuneration Committee have the right to attend Remuneration Committee meetings and to be present during any closed session of the Remuneration Committee.
- 1.6 Other individuals (such as the Chief Executive, the LTA Group's people director and external advisers) may be invited by the chair of the Remuneration Committee to attend for all or part of any Remuneration Committee meeting, as and when appropriate.
- 1.7 No person will be present when their own terms and conditions of employment or remuneration are being discussed.
- 1.8 The Board will appoint the chair of the Remuneration Committee (upon the recommendation of the Nomination Committee) who will be an independent non-executive Director who should have served on a remuneration committee for at least twelve months.
- 1.9 In exceptional circumstances and only where it is necessary to secure expert knowledge or specific skills or experience on the Remuneration Committee itself, then an additional member(s) may be co-opted on to the Remuneration Committee. No one will be co-opted on to the Remuneration Committee, unless all of the following apply:
  - (a) there has been a request for co-option from the Remuneration Committee;
  - (b) the person proposed is independent of management and free from any business or other relationship that could materially interfere with the exercise of that person's independent and objective judgement;

- (c) the Nomination Committee has recommended the relevant co-option to the Board; and
- (d) the Board has approved the appointment of the co-opted member(s) to the Remuneration Committee.

- 1.10 Any person co-opted on to the Remuneration Committee in terms of paragraph 1.9 will have the same rights as the other members of the Remuneration Committee, including as to voting.
- 1.11 There may be no more than two co-opted members of the Remuneration Committee at any one time.

## **2. Secretary**

The Company Secretary, or their designee, will act as the secretary of the Remuneration Committee and will ensure that the Remuneration Committee receives information and papers in a timely manner to enable full and proper consideration to be given to matters.

## **3. Quorum and voting**

- 3.1 The quorum necessary for the transaction of business will be two members, one of whom must be the chair of the Remuneration Committee or, in their absence, another Independent Board Member (who is not the Chair).
- 3.2 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 of the Remuneration Committee members may agree.
- 3.3 A duly convened Remuneration Committee meeting at which a quorum is present will be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Remuneration Committee (in terms of these terms of reference).
- 3.4 Any decision of the Remuneration Committee will be by a simple majority.
- 3.5 Each member of the Remuneration Committee (who does not have a conflict of interest) will have one vote.
- 3.6 In the event of the same number of votes being cast for and against a matter, the chair of the Remuneration Committee meeting will have a casting vote (provided that the chair does not have a conflict of interest).

## **4. Frequency of meetings**

- 4.1 The Remuneration Committee will meet three times a year at appropriate intervals and otherwise as required, as determined by the chair of the Remuneration Committee.
- 4.2 It is anticipated that certain of the Remuneration Committee's duties (as detailed in paragraph 8) will be considered at designated Remuneration Committee meetings during the calendar year. The indicative calendar is set out at the end of these terms of reference.

## **5. Notice of meetings**

- 5.1 Meetings of the Remuneration Committee will be called by the secretary of the Remuneration Committee at the request of the chair of the Remuneration Committee or any of its members.

5.2 Unless otherwise agreed, notice of each meeting confirming the venue (if applicable), time and date, together with an agenda of items and all papers to be discussed, will be forwarded to each member of the Remuneration Committee and any other person required to attend no later than five working days before the date of the meeting. Supporting papers will be sent to Remuneration Committee members and to other attendees, as appropriate, at the same time.

5.3 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 decision taken or the proceedings at any Remuneration Committee meeting.

## **6. Minutes of meetings**

6.1 The secretary of the Remuneration Committee will minute the proceedings and decisions of all Remuneration Committee meetings, including recording the names of those present and in attendance.

6.2 Draft minutes of Remuneration Committee meetings will be circulated to the chair of the Remuneration Committee in the first instance and then, incorporating the comments of the chair of the Remuneration Committee (if any), to all other members of the Remuneration Committee. Once approved, minutes should be circulated to all other members of the Board and the Company Secretary unless, exceptionally, it would be inappropriate to do so.

6.3 Unless the chair of the Remuneration Committee otherwise directs, the secretary of the Remuneration Committee will not be present during any closed session of the Remuneration Committee.

## **7. Engagement with Members**

The chair of the Remuneration Committee (or, if the chair is unavailable, another member of the Remuneration Committee) should attend the annual general meeting of the Company (if any) to answer any relevant questions on the Remuneration Committee's activities.

## **8. Duties**

The Remuneration Committee should carry out the duties detailed below for the Company and the LTA Group as a whole, as appropriate.

The Remuneration Committee will have delegated authority and responsibility (from and on behalf of the Board) to:

8.1 oversee the approach to remuneration for the LTA Group as a whole and its effectiveness in delivering the required results; oversight being not only against the strategy but also in respect of diversity, inclusion, and gender pay;

8.2 determine, approve and, from time to time, review the Company's (and/or wider LTA Group's) policy/ies on remuneration (including any bonus scheme and/or other benefits) for the Executive Team and for all other employees and workers;

8.3 set and approve (within the terms of the relevant policy and in consultation with the Chair and/or Chief Executive, as appropriate) the total annual individual remuneration package (including bonuses, incentive payments and other benefits) of the Chief Executive, each member of the Executive Team, and of any individual who earns a base salary of £120,000 or more per annum, so as to:

- (a) ensure that they are fairly rewarded for their individual contributions to the Company's (and/or wider LTA Group's) overall performance and provided with appropriate incentives to encourage enhanced performance in a fair and responsible manner;
  - (b) demonstrate that their salary is set by a committee which has no personal interest in the outcome of its decision and which gives due regard to the interests of the Game and the financial health of the Company (and/or wider LTA Group); and
  - (c) promote all of the Company's (and/or wider LTA Group's) values and their behaviours and shared objectives;
- 8.4 determine and, from time to time, review the Company's (and/or wider LTA Group's) policy/ies on redundancy and/or other severance-related arrangements;
- 8.5 consider and, if applicable, approve (within the terms of the relevant policy and in consultation with the Chair and/or Chief Executive, as appropriate) the total termination, compromise, redundancy and/or severance-related pay and terms of the Chief Executive, each member of the Executive Team, and of any individual who earns a base salary of £120,000 or more per annum;
- 8.6 set and approve (within the terms of the relevant policy and in consultation with the Chair and/or Chief Executive, as appropriate) the annual bonus scheme objectives, including both the business objectives (as previously approved by the Board), and the personal objectives of the Chief Executive and, based on the recommendations of the Chief Executive, the personal objectives of other members of the Executive Team;
- 8.7 assess and determine the extent to which the personal annual bonus scheme objectives of the Chief Executive and of other members of the Executive Team are being or have been met or achieved;
- 8.8 review and, if appropriate, approve the key consultancy terms, including the fees payable, to an individual consultant or that consultant's service company, where it is proposed to pay, either:
  - (a) £120,000 or more per annum (or on a pro-rata basis); or
  - (b) £700 or more per day for a period of 10 days or more in any one year (whether or not such days are consecutive);
- 8.9 endeavour to benchmark the remuneration packages of the Executive Team and for all other employees and workers against those for equivalent roles in other organisations;
- 8.10 review and, if appropriate, approve the terms of the standard contract of employment for employees from time to time;
- 8.11 work and liaise as necessary with other Board Standing Committees; and
- 8.12 respond to any other relevant matter as specifically requested by the Board.



## **9. Reporting responsibilities**

- 9.1 Except (but only) to the extent that it would be inappropriate to do so, the chair of the Remuneration Committee will report to the Board after each Remuneration Committee meeting all matters within its duties and responsibilities.
- 9.2 The Remuneration Committee will make whatever recommendations to the Board it deems appropriate on any area within its remit where action or improvement is needed, and adequate time should be made available for Board discussion when necessary.
- 9.3 The Remuneration Committee will produce a report to be included in the Annual Report describing the work of the Remuneration Committee in the relevant financial year, including information about frequency of meetings and a statement of remuneration policy.

## **10. Other matters**

The Remuneration Committee will:

- 10.1 have access to sufficient resources in order to carry out its duties, including access to the company secretariat for advice and assistance as required.
- 10.2 be provided with appropriate and timely training, both in the form of an induction programme for new members and on an ongoing basis for all members.
- 10.3 give due consideration to all relevant laws and regulations, published guidelines and recommendations regarding the remuneration of company directors and any other applicable rules, as appropriate.
- 10.4 ensure that a periodic evaluation of the Remuneration Committee's own performance is carried out.
- 10.5 at least annually, review the Remuneration Committee's composition and terms of reference to ensure it is operating effectively and recommend any changes it considers necessary to the Board for approval.
- 10.6 be supported by the LTA Group's people director in terms of developing policies and their interpretation.

## **11. Authority**

The Remuneration Committee is authorised by the Board to:

- 11.1 seek any information it requires from any employee of the Company in order to perform its duties.
- 11.2 obtain, at the Company's expense, independent legal or other professional advice on any matters within its terms of reference.
- 11.3 appoint remuneration consultants and commission or purchase any reports, surveys or information which it deems necessary at the expense of the Company.

## **SCHEDULE EIGHT**

### **DEVELOPMENT TENNIS ADVISORY GROUP**

#### **TERMS OF REFERENCE**

##### **1. Membership / composition of DTAG**

###### **1.1 DTAG will comprise:**

- (a) the DTAG Chairperson;
- (b) each of the DTAG Workstream Leads; and
- (c) the DTAG Company Representative (currently the LTA Group's participation director).

###### **1.2 The DTAG will be chaired by the DTAG Chairperson.**

###### **1.3 The DTAG may appoint a vice-chairperson from its membership.**

###### **1.4 If the DTAG Chairperson is not participating in the DTAG meeting within ten minutes of the time at which it was to start, then (provided that there is a quorum):**

- (a) if there is a vice-chairperson and that person is present, the vice-chairperson will chair the meeting; and
- (b) otherwise, the participating members of the DTAG will elect one of themselves to chair the meeting.

###### **1.5 The President and Deputy President may attend and speak at meetings of the DTAG but are not members of the DTAG (albeit that one or both may separately be a DTAG Workstream Lead and so a member of the DTAG in that capacity).**

###### **1.6 The Company's business workstream lead(s) on any one or more of the DTAG Workstreams (or any other employees of the LTA Group) may be invited to attend all or part of, and speak at, any DTAG meeting by the DTAG Company Representative (after consultation with the DTAG Chairperson).**

##### **2. Membership / composition and designated topic / focus area / project of DTAG Workstreams**

###### **2.1 There will be a DTAG Workstream Lead for each DTAG Workstream and the DTAG Workstream Lead will chair the relevant DTAG Workstream.**

###### **2.2 Following consultation with the Chief Executive, the DTAG Company Representative, the President and the Deputy President, the DTAG Chairperson will propose to the Board for its approval from time to time:**

- (a) the topic, focus area and/or project for each DTAG Workstream and its specific objectives;
- (b) the DTAG Workstream Lead for each DTAG Workstream; and

- (c) the person(s) proposed as the Company's business workstream lead(s) for each DTAG Workstream.

- 2.3 At any time, the Chief Executive will also be entitled to propose to the Board for approval any topic, focus area or project (and specific objectives) for which a DTAG Workstream should be established and/or that any one or more should be disbanded.
- 2.4 A DTAG Workstream may only be established or disbanded, and a DTAG Workstream Lead may only be appointed or (except where the person ceases to be a Voting Council Member) removed, with the approval of the Board.
- 2.5 The members for each DTAG Workstream will:
  - (a) subject to paragraph 2.6 below, be Voting Council Members, the Company's business workstream lead(s) as approved by the Board or other employees of the LTA Group; and
  - (b) be as agreed from time to time among the DTAG Chairperson, the relevant DTAG Workstream Lead, the DTAG Company Representative and the President. In agreeing the composition of the DTAG Workstream, the diversity of the members should be considered, including with regard to geographical representation.

The composition of each DTAG Workstream will be notified to the Board by the DTAG Chairperson.

- 2.6 In exceptional circumstances and only where it is necessary or would have significant value to secure special or expert knowledge, expertise or experience on the particular DTAG Workstream, then up to a maximum of two additional member(s) (who are not Voting Council Members or employees of the LTA Group) may be co-opted on to the particular DTAG Workstream (subject always to paragraph 2.5(b) above).
- 2.7 There will be no minimum number of DTAG Workstreams but there will be a maximum of eight DTAG Workstreams at any one time. There will be a maximum of eight members on any one DTAG Workstream at any one time.
- 2.8 If the DTAG Workstream Lead is not participating in the DTAG Workstream meeting within ten minutes of the time at which it was to start, then (provided that there is a quorum) the participating members of the DTAG Workstream will elect one of themselves to chair the meeting.
- 2.9 The DTAG Chairperson and the DTAG Company Representative will be entitled, at their discretion, to attend and speak at meetings of any or all DTAG Workstreams.

### 3. **Quorum**

- 3.1 The quorum necessary for the transaction of business of the DTAG will be four, including the DTAG Chairperson, the DTAG Company Representative and two other members of the DTAG.
- 3.2 The quorum necessary for the transaction of business of a DTAG Workstream will be 50% of the number of members of the relevant DTAG Workstream (who have been notified to the Board for that DTAG Workstream), including the relevant DTAG Workstream Lead and the Company's business workstream lead (or one of them if there is more than one).

- 3.3 Any decision of the DTAG to make a proposal to the Board will be by simple majority (and, where not unanimous, the percentage split of votes for and against will be disclosed to the Board). Each member of the DTAG will have one vote. In the event of the same number of votes being cast for and against the making of the proposal to the Board, the chair of the meeting will have a casting vote (provided that the chair does not have a conflict of interest).

#### **4. Frequency of meetings**

- 4.1 The members of the DTAG will meet up to five times a year but, in any event, sufficiently regularly in order to discharge their duties effectively.
- 4.2 The members of each DTAG Workstream will meet sufficiently regularly in order to discharge their duties effectively.
- 4.3 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 of the DTAG or DTAG Workstream (as applicable) may agree.
- 4.4 Any meeting of the DTAG or the DTAG Workstream should, wherever reasonably possible, be held remotely (rather than in-person or part in-person) so as not to require any member to travel. The aim will be to hold the majority of meetings of the DTAG Workstreams remotely.

#### **5. Minutes of DTAG meetings**

As a minimum, a written record of any action points arising out of the meeting of each DTAG meeting will be taken and will include a record of the names of those present and in attendance.

#### **6. Conduct of meetings**

Subject to any relevant provision in the Articles or the Rules (including these terms of reference) to the contrary, the DTAG and each DTAG Workstream may regulate its proceedings, and adopt such procedures for the consideration of a matter within its remit, as it sees fit. The chairperson of a meeting will be responsible for all matters of procedure relating to such meeting and the decision of the chairperson of the meeting on such matters will be final and binding.

#### **7. Purpose**

The purpose of the DTAG will be:

- 7.1 as an advisory forum which may be consulted by the management of the Company in order to facilitate collaboration and to obtain support and advice on the implementation of designated strategic activities that support the LTA Group's strategy;
- 7.2 as the vehicle for Councillors to engage with the DTAG Company Representative and any other designated business workstream leads on the specific objectives set by the Board in respect of the particular topic, focus area and/or project allocated to the relevant DTAG Workstream;
- 7.3 to monitor, oversee and support the DTAG Workstreams from time to time;

- 7.4 where appropriate to do so, to make proposals to the Board on the specific objectives set by the Board in respect of the particular topic, focus area and/or project allocated to the relevant DTAG Workstream; and
- 7.5 to support communication with Councillors and (where applicable) Members, including through regional volunteer forums.

## 8. **Duties**

The DTAG (either directly or through the DTAG Workstreams) will:

- 8.1 properly and fully consider and formulate proposals and plans on or in respect of the specific objectives of the particular topic, focus area and/or project allocated to the relevant DTAG Workstream by the Board, taking into account:
  - (a) the LTA Group's then current vision, mission, business strategy and values, unless the Board instructs it not to do so in respect of that particular DTAG Workstream;
  - (b) what would be in the best interests of the Game as a whole, including the interests of the British tennis community and other stakeholders but without favouring any one group or person; and
  - (c) how best to engage with and communicate to Members;
- 8.2 (through the DTAG Workstreams) make proposals to the DTAG on the specific objectives of the particular topic, focus area and/or project allocated to the relevant DTAG Workstream by the Board and, where the DTAG considers it appropriate to do so, (through the DTAG) make proposals to the Board at the appropriate time for the Board's consideration;
- 8.3 subject to paragraph 2 above, provide opportunities for Voting Council Members with the appropriate skills, expertise, knowledge and/or expertise to be members of appropriate DTAG Workstreams and ensure that adequate numbers of Voting Council Members from time to time are available and actively participate in the DTAG Workstreams;
- 8.4 provide regular reports (and an annual summary report) to the Board and the Council on the work of the DTAG and of each of the DTAG Workstreams, each DTAG Workstream Lead being required to update the DTAG on a regular basis;
- 8.5 provide effective engagement between members of the Executive Team, the LTA Group's business workstream leads and Voting Council Members on the specific objectives of the particular topic, focus area and/or project allocated to the relevant DTAG Workstream by the Board; and
- 8.6 provide information to, provide an effective link with, and positively advocate to Councillors, Members and other stakeholders on any proposal made by the DTAG and adopted by the Board.

## 9. **Reporting responsibilities**

The DTAG Chairperson will report to the Board and the Council after each DTAG meeting on the nature and content of its discussion, any proposals and any action to be taken.

10. **Other matters**

If so required by the Board (being no more frequently than annually) an effectiveness review of the DTAG will be undertaken by the President and its summary findings shared with the Board and the DTAG Chairperson. If so required by the Board (or if so required by the DTAG Chairperson at their own instance), the DTAG Chairperson will undertake an effectiveness review of each (or any individual) DTAG Workstream and arrange for its summary findings to be shared with the DTAG and the Nomination Committee.

## **SCHEDULE NINE**

### **INDICATIVE CALENDAR OF STANDARD BUSINESS FOR MEETINGS OF THE BOARD**

[TO BE CONFIRMED BY THE PROJECT THEMIS STEERING GROUP ON BEHALF OF THE BOARD IN DUE COURSE]

## **SCHEDULE TEN**

### **INDICATIVE CALENDAR OF STANDARD BUSINESS FOR MEETINGS OF THE COUNCIL**

#### February / March meeting:

- nominations for President (only in nomination year - for appointment commencing in following calendar year)

#### May meeting:

- nominations for Deputy President (only in nomination year - for appointment commencing in following calendar year)
- receipt of the Company's annual report (for information only)

#### September / October meeting:

- nominations for Council-Nominated Board Member (only in nomination year - for appointment commencing in following calendar year)

#### November / December meeting:

- approval of Member-Nominated Councillors, Player Representative Councillors and TIA Councillor (only for those with three-year term of appointment commencing in following calendar year)
- (subject to foregoing approval) notification of full list of Voting Council Members and Board Councillors for following calendar year

Other matters referred to in APPENDIX B to the Rules on an *ad hoc* basis as and when required