

THE COMPANIES ACT 1985 to 2006 (updated)

COMPANY LIMITED BY GUARANTEE AND NOT HAVE A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

TENNIS SCOTLAND

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) "The Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
- (b) "The Articles" means these articles of association of the Company as amended from time to time;
- (c) "Authorised Person" means in relation to a Club Member or Associate Member such person or persons who are recognised by the Board to have the authority to represent and act on behalf of the relevant Club Member or Associate Member (including but not limited to any person who is the president, chairperson, secretary or other authorised person recognised by the Company as fulfilling an equivalent role);
- (c) "The Company" means Tennis Scotland;
- (d) "The Board" means the Board of Directors of the Company appointed pursuant to Article 6 of the Articles;
- (e) "clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- (f) "Club" means any of the entities described in article 2.1 (b);
- (g) "Lawn Tennis Association" means the Lawn Tennis Association and its subsidiaries or its successor entity or entities;
- (h) "LTA Disciplinary Code" means the disciplinary code of the Lawn Tennis Association in force from time to time;
- (i) "LTA Rules" means the rules of the Lawn Tennis Association in force from time to time;
- (j) "Members" means the members of the Company and "Member" means any one of them
- (k) "Office" means the registered office of the Company from time to time;
- (l) "Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company including a joint assistant or deputy Secretary.

1.2 Interpretation

Unless the context otherwise requires the singular shall include the plural the masculine shall include the feminine and bodies shall include corporate and unincorporated.

1.3. Objects

The objectives of the Company shall be:

- (a) to carry out the functions of the governing body of the Game (as hereinafter defined) in Scotland;

- (b) to foster, encourage, promote and develop the game of lawn tennis (hereinafter called "the Game") and to uphold the Rules of the Game (as hereinafter defined) for the time being in force;
- (c) to promote the Scottish Championships and any other championships and competitions and to regulate, arrange and manage all matches in connection therewith;
- (d) to sanction the holding of tournaments, championships, competitions and events connected with the Game in Scotland and to approve and regulate the dates and arrangements for the same;
- (e) to arrange for International matches and to select teams to represent Scotland therein;
- (f) to control, sanction and where necessary promote television and the media in all their aspects in regard to the Game in Scotland and to permit associations, tournament committees, Clubs and other organisations to arrange for the televising or broadcasting of events taking place under their management or control on such terms as the Company may from time to time determine and to take such steps as may be open to the Company to retain and/or acquire any intellectual property in relation to the Game in Scotland which the law may provide;
- (g) generally to advance and safeguard the interests of the Game in Scotland and those of the Company and to do all such acts and things as may from time to time be deemed necessary or expedient for or in connection with the Game in Scotland and the Company; and
- (h) to affiliate to The Lawn Tennis Association or the successor entity or entities of the Lawn Tennis Association and any appropriate International body or federation.

2 MEMBERSHIP

2.1 There shall be the following classes of membership:

(a) Associate Members

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

- (i) Highlands Tennis Ltd;
- (ii) North East of Scotland Lawn Tennis Association;
- (iii) Tennis Tayside;
- (iv) Tennis Central Scotland;
- (v) Tennis West of Scotland;
- (vi) East of Scotland Lawn Tennis Association Limited;

- (vii) Tennis Ayrshire;
- (viii) Tennis Borders; and
- (ix) Tennis Dumfries & Galloway.

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

(b) Club Members

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

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

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

(c) Honorary Members

The Board may at its discretion recommend for election any person who has rendered service to the Game for Honorary Membership of the Company. Before a person is elected as an Honorary Member, his appointment must be approved by an ordinary resolution of the Members at an Annual General Meeting.

Honorary Members shall not be entitled to take part in the management of the Company or to vote at General Meetings but shall receive such privileges as the Board may from time to time determine and shall not be liable to contribute to the Company's assets in terms of Article 2.9.1.

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

(a) Friends of Tennis Scotland

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

(b) Patrons

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

Friends of Tennis Scotland and Patrons shall not have any vote at General Meetings, nor any right or interest in the assets of the Company nor any liability for the liabilities or debts of the Company.

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

2.4 In signing the membership form or being admitted as a Club Member of the Company each Club Member agrees to be deemed to be and be in fact bound by the Rules of the Game. All Club Members shall be required to cooperate in the enforcement of the Rules of the Game and to adhere to the Rules of the Game.

2.5 Each application for membership shall be approved by the Board before the relevant applicant is admitted to membership. The details of each successful applicant shall be entered into the Register of Members by the Board. In all cases and subject to the terms of article 2.6, the decision of the Board on applications for membership, renewal of membership and decisions on whether or not they should be accepted, shall be the sole responsibility of the Board and in the event that any application is refused, the Board shall not be under any obligation to give any reason for such refusal, however the Board shall not reject any application for reasons of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or otherwise unreasonably. The policy rules and conditions for admission to membership and the payment of the annual subscription fee for all classes of membership shall be fixed by the Board and subject to approval by the eligible Members of the Company. For the purpose of this article 2.5 all references to the "Board" shall mean the Directors of the Company other than the President who shall be excluded from and shall take no part in the decision made by the Board pursuant to this article 2.5.

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

2.7.1 Each Member of the Company agrees as a condition of membership of the Company and association with the Lawn Tennis Association:

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

2.7.2 Article 2.7.1 confers benefits on **sportscotland**, UK Sport, the International Tennis Federation and the Lawn Tennis Association and is intended to be enforceable by those entities. Each Member of the Company accepts the jurisdiction of the Company, **sportscotland**, UK Sport, the International Tennis Federation and the Lawn Tennis Association in respect of their respective articles, rules and regulations.

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

2.9.1 Every Member of the Company (other than Honorary Members) undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if the Company should be wound up while the Member remains a Member or within one year after the Member ceases to be a Member for payment of the Company's debts and liabilities contracted before such Member ceases to be a Member and of the costs, charges and expenses of winding up.

2.9.2 The income and property of the Company shall be applied solely towards the promotion of the objectives of the Company. No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of a dividend, bonus or profit share to any Member of the Company.

2.9.3 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever it shall not be paid to or distributed among the Members of the Company, unless the Member(s) to which property is being paid or distributed each have objectives similar to the objects of the Company and prohibit the distribution of its or their income and property to an extent as great as is imposed on the Company by virtue of this Article 2.9 hereof, and

instead shall be paid to or distributed to some other body having objectives similar to the objectives of the Company and which also shall prohibit the distribution of its income and property also to an extent at least as great as is imposed on the Company by virtue of this Article 2.9, such other body to be determined by the Members of the Company at or before the time of dissolution.

- 2.9.4 On demand by the Board each Member (other than an Honorary Member) shall provide the Board with copies of the rules, membership lists and/or annual accounts of the relevant Member together with such other documentation and or information as the Board may at its discretion request.

3. SUBSCRIPTION FEES

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

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

- 3.3 In respect of each Associate Member of the Company, the minimum annual subscription which shall be deemed to include any taxation which may be payable thereon shall not be less than fifty per cent (50%) of the court fees chargeable annually by the Lawn Tennis Association in respect of a place to play operating with a single court located in England provided always that the Company shall not charge more than fifty per cent (50%) of the court fees chargeable annually by the Lawn Tennis Association in respect of a place to play operating with a single court located in England unless such annual subscription is approved by a simple majority of the Associate Members at an Annual General Meeting and in the case of an equality of votes the President shall have a casting vote. If the Associate Members approve an annual subscription in excess of 50% of the then current court fees chargeable annually by the Lawn Tennis Association and the Lawn Tennis Association subsequently increases its court fees for the same period the annual subscription approved by the Associate Members shall be increased by 50% of the amount by which Lawn Tennis Association has increased its court fees. For the purpose of this Article 3.3, each Associate Member will have one vote for every seven Club Members of the Company situated within the geographical area of the Associate Member as at 30 September in the calendar year in which the vote is taking place or if the vote is taking place before 30 September in any year, as at 30 September in the proceeding calendar year. In the event of an Associate Member having within its geographical area a number of Club Members of the Company which is not divisible

by seven the number of Club Members will be divided by seven and the resulting number shall be rounded up to the next whole number in order to arrive at an Associate Member's voting entitlement. In the event of an Associate Member having a number of clubs affiliated to it which is not divisible by seven, the number of affiliated clubs will be divided by seven and the resulting number shall be rounded up to the next whole number in order to arrive at an Associate Member's voting entitlement.

- 3.4 Unless the Company determines otherwise on a case by case basis, the annual subscription fee in respect of each year to 31 December shall be payable to the Company between 1 October and 31 December in the immediately preceding year.
- 3.5 The annual subscription fee of Members (other than Honorary Members) of the Company shall include the amount, if any, payable in respect of benefits or services provided by the Lawn Tennis Association.
- 3.6 Any Member of the Company whose first subscription remains unpaid for one calendar month after the receipt of notice of membership, or whose annual subscription in any subsequent year remains unpaid by 31 December, shall, if the Lawn Tennis Association so resolves, cease to be eligible for grants and other advantages offered by the Lawn Tennis Association.
- 3.7 Without prejudice to article 5.17, any Member of the Company whose subscription fee is not paid by such date as the Board shall decide each year may at the discretion of the Board either have their rights as a Member suspended or be deemed to have resigned from membership of the Company and if the Board suspends the rights of a Member and the relevant Member's subscription fee remains unpaid the Member may at the discretion of the Board be deemed to have resigned from membership of the Company.

4 RULES OF THE GAME ETC

The Rules of Lawn Tennis as recognised by the International Tennis Federation and the decisions of the Board on all doubtful and disputed points arising in connection therewith, the Bye-laws and Rules and Regulations made and published under the authority granted in these Articles, the LTA Rules and the LTA Disciplinary Code and the Company's Rules as to Discipline and Disciplinary Procedures (together being referred to as the "Rules of the Game"), shall be binding on the Company, all Members of the Company, any associates and all individual persons who are members of, engaged by or connected with such Members and associates.

5 GENERAL MEETINGS

- 5.1 The Annual General Meeting of the Company shall be held between the date being the last Thursday in March and thirtieth of April in each year at such time and place as the Board shall determine.
- 5.2 The business of the Annual General Meeting shall include:
 - (a) election of Honorary Members, Honorary President and Honorary Vice-Presidents (if any);
 - (b) the annual report of the Board, including, but not limited to, a summary of the development and facilities investment in each district in the relative financial period;

- (c) the tabling of the audited financial statements;
 - (d) the election of the Auditor for the ensuing year;
 - (e) subject to Article 3, the fixing of the subscriptions fees payable to the Company in the ensuing year in excess of the court fees (or in the case of Associate Members 50% of the court fees) chargeable annually by the Lawn Tennis Association;
 - (f) consideration of resolutions of which due notice has been given;
 - (g) the announcement of the President and Vice-President to be appointed to the Board with effect from the close of such Annual General Meeting, following their appointments in accordance with articles 6.3 and 6.4; and
 - (h) the announcement of any new Directors to be appointed to the Board with effect from the close of such Annual General Meeting, following their appointment in accordance with articles 6.5, 6.7 and 6.8.
- 5.3 The Chairperson shall take the chair of a General Meeting and failing him the President and failing either of them any Director who is appointed by the Meeting. If there be no Director present willing to take the chair, the Meeting shall elect its own chairperson. The chair shall have a deliberative as well as a casting vote at all General Meetings.
- 5.4 The terms of any resolution or resolutions to be proposed at any Annual General Meeting must be communicated in writing by the Member (other than an Honorary Member) who intends to propose the resolution before the fifteenth day of January in each year to the Board.
- 5.5 The Secretary shall call an Extraordinary General Meeting at the request of the Board or upon receipt by the Board of a request in writing signed by Members who represent at least five percent of the total voting rights of all the Members having the right to vote at a General Meeting and stating the purpose for which the Meeting is to be called and the resolution or resolutions which will be proposed by these Members.
- 5.6 At least twenty-one clear days notice of an Annual General Meeting and any General Meeting convened to pass a special resolution and fourteen clear days notice of any General Meeting stating the business to be considered and any resolutions to be proposed shall be sent by the Secretary to the Board and the Members of the Company. At any General Meeting no business shall be considered other than that of which notice has been given.
- 5.7 No business shall be transacted at any General Meeting unless there is present in person or by proxy a quorum of Members who represent at least ten percent of the total voting rights of all the Members having the right to vote at the General Meeting when the notice for such meeting is issued.
- 5.8 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by, any person or Member entitled to receive notice shall not invalidate the proceedings at that meeting.
- 5.9 The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and

from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

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

the notice of the general meeting (or adjourned meeting) to which they relate. The Company may require a notice of proxy to be delivered in a particular form, and may specify different forms for different purposes. A notice of proxy may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a notice of proxy indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the General Meeting, and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the General Meeting itself.

- 5.16 A Member who is entitled to attend, speak or vote (either on a show of voting cards or on a poll) at a General Meeting, via the appointment of an authorised representative, remains so entitled in respect of that Meeting or any adjournment of it, even though a valid notice of proxy has been delivered to the Company by or on behalf of that Member. An appointment under a notice of proxy may be revoked by delivering to the Company a notice in writing given by or on behalf of the Member by whom or on whose behalf the notice of proxy was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates and is signed by an Authorised Person of the Member revoking its proxy appointment, or by some other person on behalf of that Member in accordance with the terms article 5.14.
- 5.17 Notwithstanding any other provision in these Articles, any Member of the Company whose subscription fee has not been paid prior to the commencement of a General Meeting (including an Annual General Meeting) of the Company shall not be entitled to attend or vote at such General Meeting.

6 BOARD OF DIRECTORS

- 6.1 The affairs of the Company shall be under the management of the Board of Directors.
- 6.2 The Board may consist of up to 11 individuals, being natural persons, who may or may not be Members, including:
- (a) a Chairperson, appointed in accordance with article 6.5;
 - (b) *ex-officio*, the President and Vice-President appointed in accordance with articles 6.4 and 6.3 respectively;
 - (c) a Chief Executive Officer, appointed in accordance with article 6.7;
 - (d) a Director with portfolio for Performance of the Game, appointed in accordance with article 6.5;
 - (e) a Director with portfolio for Marketing and Communications for the Company, appointed in accordance with article 6.5;
 - (f) a Director with portfolio for Governance of the Company, appointed in accordance with article 6.5;
 - (g) a Director with portfolio for Tennis Services for the Game, appointed in accordance with article 6.5;

- (h) a Director with portfolio for Development (Participation) of the Game, appointed in accordance with article 6.5; and
- (i) up to two Non-Executive Directors, appointed in accordance with article 6.8.

6.3 The Associate Members shall, in accordance with Bye-law 12, at least 63 clear days prior to the Annual General Meeting, nominate a candidate, having confirmed their willingness to act, to the Company to be appointed as the Vice-President. Notice of such person proposed to be elected as Vice-President shall be given to the eligible Members of the Company at least 49 clear days prior to the relevant Annual General Meeting. Following receipt of this notice, any eligible Member shall be entitled to notify the Board of its opposition to such proposed appointment at least 28 clear days prior to the Annual General Meeting. In the event of opposition to any proposed appointment being received by the Board from Members who: (i) represent at least twenty percent of the total voting rights of all the Members having the right to vote at a General Meeting; and (ii) are from at least three of the geographical areas set out in Bye-law 1, the Board shall propose an ordinary resolution for the approval of the candidate to be elected as the Vice-President to be considered by the eligible Members of the Company at the Annual General Meeting. If the Board is not required to propose an ordinary resolution for the approval of the appointment of the Vice-President in accordance with the foregoing terms of this article 6.3, the candidate shall be appointed as Vice-President with effect from the close of the Annual General Meeting. A person appointed as the Vice-President shall, subject to article 10.2, hold office until the close of the second Annual General Meeting held after the General Meeting at which he was appointed as Vice-President. In the event that such ordinary resolution for the approval of the appointment of the Vice-President is not passed by the eligible Members of the Company, the Associate Members shall be entitled to propose an alternative candidate for appointment as Vice-President in accordance with the foregoing terms of this article 6.3 (albeit all references to Annual General Meeting shall be read as General Meeting). While the position of Vice President remains vacant it shall be competent for the Board to appoint a person who is willing to act to fill this vacancy, but such person shall hold office only until a candidate proposed by the Associate Members has been appointed as the Vice-President at a General Meeting in accordance with the foregoing terms of this article 6.3. Where a person (the "Interim VP") is appointed as Vice President in circumstances where the previous Vice President did not for any reason hold office as Vice President for the full term of their appointment, the Interim VP shall, subject to article 10.2, hold office as Vice President until the person holding office as President when the Interim VP is appointed vacates that position for any reason.

6.4 Subject to article 10.2, a person appointed as Vice-President shall automatically become appointed as the President at the close of the second Annual General Meeting held after the Annual General Meeting at which he was appointed as Vice-President. A person appointed as the President shall, subject to article 10.2, hold office until the close of the second Annual General Meeting held after the General Meeting at which he was appointed as President, at which time he shall retire and will be only eligible for election to the Board after an interval of one year. Where, for any reason, a President ceases to hold office as President before the end of the full term of their appointment, the then current Vice President (the "New President") shall automatically be appointed as the President upon the previous President ceasing to hold office and, subject to article 10.2, the New President shall hold office as President until the close of the second Annual General Meeting held after the General Meeting at which the New President would otherwise have been appointed President had the previous President served a full term of office.

- 6.5 Subject to the terms of article 6.6, the offices of Director provided for in articles 6.2(a) and 6.2(d) to 6.2(h) shall be filled following completion of the recruitment process by the Nominations Sub-Committee in accordance with Bye-law 4.4. Each Director appointed in accordance with this article 6.5 shall, subject to article 10.2, retire from office at the close of the third Annual General Meeting held after the General Meeting at which he was previously appointed. A Director who retires at an Annual General Meeting (whether by rotation or otherwise) may, if willing to act, be appointed for a further term. Notice of any Director who wishes to be appointed for a further term shall be given to the eligible Members of the Company at least 49 clear days prior to an Annual General Meeting. Following receipt of this notice, any eligible Member shall be entitled to notify the Board of its opposition to such proposed appointment at least 28 clear days prior to the Annual General Meeting. In the event of opposition to any proposed appointment being received by the Board from Members who: (i) represent at least twenty percent of the total voting rights of all the Members having the right to vote at a General Meeting; and (ii) are from at least three of the geographical areas set out in Bye-law 1, the Board shall propose an ordinary resolution for the approval of the relevant Director's appointment for a further term to be considered by the eligible Members of the Company at the Annual General Meeting. If the Board is not required to propose an ordinary resolution for the approval of the relevant Director's appointment for a further term in accordance with the foregoing terms of this article 6.5, the relevant Director shall be appointed for a further term with effect from the close of the Annual General Meeting. A person appointed as a Director for a further term shall, subject to article 10.2, retire at the close of the sixth Annual General Meeting held after the General Meeting at which he was first appointed. A person who retires as a Director at the close of the sixth Annual General Meeting held after the General Meeting at which he was first appointed will be eligible for election to the Board after an interval of one year. In the event that such ordinary resolution for the approval of the relevant Director's appointment for a further term is not passed by the eligible Members of the Company, a new candidate shall be appointed as a Director following completion of the recruitment process by the Nominations Sub-Committee in accordance with Bye-law 4.4 and the terms of article 6.6. While such vacancy exists it shall be competent for the Board to appoint a person who is willing to act to fill this vacancy, but such person shall hold office only until a candidate has been appointed at a General Meeting in accordance with article 6.6.
- 6.6 Notice of any person proposed to be elected to one of the offices of Director provided for in articles 6.2(a) and 6.2(d) to 6.2(h) by the Nominations Sub-Committee shall be given to the eligible Members of the Company at least 49 clear days prior to a General Meeting at which the appointment falls to be voted upon or otherwise takes effect. Following receipt of this notice, any eligible Member shall be entitled to notify the Board of its opposition to such proposed appointment(s) at least 28 clear days prior to such General Meeting. In the event of opposition to any proposed appointment being received by the Board from Members who: (i) represent at least twenty percent of the total voting rights of all the Members having the right to vote at a General Meeting; and (ii) are from at least three of the geographical areas set out in Bye-law 1, the Board shall propose an ordinary resolution for the approval of the appointment put forward by the Nominations Sub-Committee to be considered by the eligible Members of the Company at the General Meeting. If the Board is not required to propose an ordinary resolution for the approval of any appointment in accordance with the foregoing terms of this article 6.6, the relevant person shall be appointed to such office with effect from the close of the next General Meeting. In the event that such ordinary resolution for the approval of an appointment proposed by the Nominations Sub-Committee is not passed by the eligible Members of the Company, the Nominations Sub-Committee shall be entitled to propose an alternative person for

appointment as Director. While such vacancy exists it shall be competent for the Board to appoint a person who is willing to act to fill this vacancy, but such Director shall hold office only until a candidate has been appointed at a General Meeting in accordance with the foregoing terms of this article 6.6.

- 6.7 The office of Chief Executive Officer shall be filled following completion of the recruitment process by the Nominations Sub-Committee in accordance with Bye-law 4.4(b). A Chief Executive Officer appointed in accordance with this article 6.7 shall remain in office until such time as that office is vacated in accordance with article 10.2.
- 6.8 Up to two individuals with appropriate skills and qualifications as may be determined by the Board may be appointed to the office of Non-Executive Director provided for in article 6.2(i) by a majority vote of the Board. Each Non-Executive Director will be a full voting member of the Board and shall, subject to article 10.2, hold office for such fixed period as the Board may determine at the time of appointment up to a maximum period of two years. In the event that the Board requires and a Non-Executive Director wishes/agrees to remain in office for a period of longer than two years, notice shall be given to eligible Members of the Company at least 49 clear days prior to a General Meeting of the additional 2 year term to be served by such Non-Executive Director. Following receipt of this notice, any eligible Member shall be entitled to notify the Board of its opposition to such proposed extension of the Non-Executive Director's appointment at least 28 clear days prior to the General Meeting. In the event of opposition to any proposed extension of the Non-Executive Director's appointment being received by the Board from Members who: (i) represent at least twenty percent of the total voting rights of all the Members having the right to vote at a General Meeting; and (ii) are from at least three of the geographical areas set out in Bye-law 1, the Board shall propose an ordinary resolution for the approval of the extension of the relevant Non-Executive Director's appointment to be considered by the eligible Members of the Company at the General Meeting. If the Board is not required to propose an ordinary resolution for the extension of the relevant Non-Executive Director's appointment in accordance with the foregoing terms of this article 6.8, the Non-Executive Director shall be re-appointed for a further 2 year term with effect from the close of the General Meeting. A person re-appointed as a Non-Executive Director may hold such office, subject to article 10.2, for a period of up to 6 years following the date of his original appointment and following his retirement will be eligible for election to the Board after an interval of one year. In the event that such ordinary resolution for the approval of the extension of the relevant Non-Executive Director's appointment is not passed by the eligible Members of the Company, the Board shall be entitled to appoint some other person as a Non-Executive Director in accordance with the foregoing terms of this article 6.8.
- 6.9 The term in respect of each portfolio shall be independent of the holder of that portfolio. Accordingly in the event of a Director who holds a portfolio leaving office before the conclusion of his term of office any replacement shall require to submit for re-election (should he wish to do so) as at the expiry of the term of the portfolio notwithstanding the fact that the replacement has not held office for the full term.
- 6.10 Each member of the Board shall be required to agree to be bound by and subject to these Articles, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the Lawn Tennis Association or the Company can enforce any breach at its option and in its sole discretion.
- 6.11 Notwithstanding the terms of articles 6.2, 6.4, 6.5 and 6.7:

- (a) the Director at the time of adoption of these Articles with portfolio for Marketing and Communications shall hold office until the close of the Annual General Meeting held in 2015; and
 - (b) the Chief Executive Officer shall remain in office, subject to the provisions of article 10.2.
- 6.12 Subject to the terms of these Articles, it shall be competent for the Board at any time to appoint any person who is willing to act as a Director to fill a vacancy arising by virtue of a Director ceasing to hold office for whatever reason or by reason of no person being nominated for election for a particular portfolio, but such Director shall only hold office until such vacancy has been filled in accordance with articles 6.3, 6.4, 6.5, 6.7 and 6.8. For the avoidance of doubt, where there will not be sufficient time for the procedure set down in articles 6.3, 6.4, 6.5, 6.7 and 6.8 (as the case may be) to be followed prior to the Company's next Annual General Meeting or General Meeting (as the case may be), such vacancy will not be filled until the Company's subsequent Annual General Meeting or General Meeting (as the case may be) at which the appointment falls to be voted upon or otherwise takes effect.
- 6.13 It shall be open to the Board to invite such other persons as they deem fit to attend Board Meetings in a non-voting capacity.
- 6.14 Five Directors present shall constitute a quorum of the Board. Each Director has one vote. The Chairperson shall have a casting vote in addition to his deliberative vote at any meeting in the case of equality.
- 6.15 Votes of the Board will normally be by show of hands, but the Chairperson shall have the right to insist on a ballot in place of a show of hands if he deems it necessary.

7 HONORARY PRESIDENT AND VICE PRESIDENTS

- 7.1 The Board may at its discretion recommend for election any person who has rendered service to the Game to be appointed as an Honorary President or Honorary Vice President of the Company (as the case maybe). Before a person is elected as an Honorary President or Honorary Vice President (as the case maybe), his appointment must be approved by an ordinary resolution of the Members at an Annual General Meeting.
- 7.2 The Honorary President and the Honorary Vice Presidents shall not be entitled to take part in the management of the Company or to vote at General Meetings but shall receive such privileges as the Board may from time to time determine.

8 EXPENSES

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

9 CONFLICTS OF INTEREST

- 9.1 Any person being nominated for election as a Director or for appointment to any Committee, Sub-Committee or Working Group who has any financial interest in the

Game shall before acting as a Director or a member of the Committee, Sub-Committee or Working Group state in writing to the Secretary all such interests. No person having made such a statement of financial interest shall act as a Director or a member of the Committee, Sub-Committee or Working Group until he is notified of the acceptance of his interest in acting as a Director or a member of the Committee, Sub-Committee or Working Group by the Secretary of the Company. The above provisions shall apply *mutatis mutandis* to any person who subsequent to such nomination, election or appointment (as the case may be) acquires any financial interest in the Game. Failure of any person having a financial interest in the Game at any time to fulfil these provisions shall automatically disqualify such person from holding office as a Director or being appointed to any Committee, Sub-Committee or Working Group.

- 9.2 Furthermore, all Directors and staff of the Company have an obligation to declare any interest which might arise in respect of dealings with the Company by themselves and/or by parties with whom they are connected or associated and where such arise to avoid conflicts of interest by way of such declaration either of a general nature to the Secretary on an annual basis or of a specific nature to the chairperson of the meeting in question. Where a conflict, real or potential, arises in any Board Meeting, it will be up to the Chairperson in question to determine:
- (a) whether the potential or real conflict simply be minuted;
 - (b) whether in addition the Director in question, whilst being permitted to remain at the meeting in question, must not partake in discussions or decisions relating to such matter; or
 - (c) whether in addition the Director in question should be required to leave the meeting during that particular matter (even if that absence made the meeting no longer quorate for that matter).

10 PROCEEDINGS OF DIRECTORS

10.1 Directors shall not have power to appoint alternate Directors.

10.2 The office of Director shall be vacated if:

- (a) he is removed from his office by an ordinary resolution passed by the Members of the Company in accordance with section 168 of the Act;
- (b) he ceases to be a Director by any provision of the Act or he becomes prohibited by law from being a Director;
- (c) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (d) he is or maybe suffering from mental disorder and is incapable by reason of illness or injury of managing and administering his property and affairs;
- (e) he resigns his office by notice to the Company;
- (f) he shall for more than six consecutive months have been absent without permission of the Board from meetings of Directors held during that period and the Board resolve that his office be vacated; or

- (g) he is removed from his office by a majority vote of the Board, such majority vote having to include the vote of the Chairperson.
- 10.3 If the Chairperson is not present within five minutes after the time appointed for the Meeting the Directors present may appoint one of their number to be chairperson of the Meeting.
- 10.4 A Director may participate in a meeting of the Board by means of conference telephone or similar communications or electronic equipment, whereby all the members of the Board participating in the meeting can hear each other and the members of the Board participating in a meeting in this manner shall be deemed to be present in person at such meeting for the purpose of article 6.14 herein.
- 10.5 Subject to the provisions of the Articles the Directors may regulate their proceedings as they think fit.

11 POWERS OF THE BOARD

- 11.1 The Board shall have power to:
- (a) determine the strategy and policy to be followed in carrying out the objectives of the Company. The Board shall further have power to make, maintain, publish and enforce all necessary policy statements, Codes of Conduct, Codes of Ethics, standing orders, Bye-laws, Rules and Regulations in connection with the said objectives and the Game;
 - (b) delegate any of its powers to a Committee, or a duly appointed Sub-Committee, panel, Working Group or individuals whether or not the persons to whom the powers are delegated are Directors;
 - (c) carry out the objects of the Company excepting such of them as are under these Articles only capable of being dealt with by the Company in General Meeting;
 - (d) prohibit any act or practice by Members, Clubs, Committees, organisations or persons which in the opinion of the Board are or were detrimental to the interests of the Game and to deal with any such entity or person disregarding such prohibition in such manner as it may think proper;
 - (e) (subject to the overriding jurisdiction of the Lawn Tennis Association) inflict penalties and sanctions on Members, Clubs, Committees, organisations or persons for breach of the LTA Disciplinary Code;
 - (f) require the Members of the Company and others over whom it may have jurisdiction to ensure that their members and individuals accept, comply with, and adhere to these Articles and the Bye-laws, Rules of the Game; and
 - (g) nominate representatives to other bodies to represent the Company.

12 MINUTES

The Directors shall cause minutes to be made in books kept for the purpose:

- (a) of all appointments of officers made by the Directors; and

- (b) of all proceedings at meetings of the Company, of the Board, of Committees, Sub-Committees and Working Groups including the names of the persons present at each such meeting.

13 THE SEAL

The Company shall not be obliged to have a Common Seal.

14 FINANCE

- 14.1 The Accounting Reference Date of the Company shall be the 31st December in each year but subject to the approval of the Company in General Meeting and to the provisions of the Act the Board may alter the Accounting Reference Date and make the necessary consequential amendments to the Articles of Association with respect to the date of payment of the annual fees, subscriptions and contributions.
- 14.2 No Member of the Company shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

15 NOTICES

- 15.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 15.1.2 The Company may give any notice to a member of the Company either personally or by sending it by post in a pre-paid envelope addressed to the member at his registered address or by leaving it at that address or by fax or electronic communication such as e-mail which requests a "read receipt."
- 15.1.3 A member of the Company present at any meeting of the Company shall be deemed to have received Notice of the meeting and the purposes for which it was called.

16. DISCIPLINE

- 16.1 For the avoidance of doubt, the Board shall have power to prohibit any act or practice by any Member of the Company, Club and other organisations under the jurisdiction of the Company or by any of the individual members thereof which in the opinion of the Board is or was detrimental to the interests of the Game and to inflict penalties for any misconduct and in particular shall have powers to delegate to a Disciplinary Committee the powers of the Board to deal with discipline in terms of this Article.
- 16.2 All Members of the Company, Clubs and other organisations under the jurisdiction of the Company, any of the individual members thereof and all office bearers, coaches, referees, umpires, officials or adult helpers shall be bound not only to observe the policies, Rules of the Game made or published under the authority granted in these Articles but also, in accordance with articles 2 and 4, the LTA Rules and LTA Disciplinary Code and the rules and regulations of the International Tennis Federation—and this article as may be published from time to time by or on behalf of the Company, the Lawn Tennis Association or the International Tennis Federation.

17 INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office carried out in good faith including any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or under which he is acquitted or in connection with any application in which relief is granted to him by the court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office in good faith.

18. USE OF FACILITIES

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



ARTICLES OF ASSOCIATION

of

TENNIS SCOTLAND

(as adopted by special resolution passed on 17th December 2015)

Harper Macleod LLP The Ca'd'oro 45 Gordon Street Glasgow G1 3PE
Tel +44 (0)141 221 8888 **Fax** +44(0)141 226 4198 **e-mail** info@harpermacleod.co.uk
www.harpermacleod.co.uk **DX** GW86 **LP** 5, Glasgow 6

Glasgow Edinburgh Inverness, Thurso and Lerwick