

Lawn Tennis Association Limited Articles of Association

Effective 10 October 2019

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PART 1**INTERPRETATION, LIMITATION OF LIABILITY AND STATUS****1. Defined terms****(1) In the Articles, unless the context requires otherwise:**

“Annual Report” means the Company’s finance and governance report;

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

“Associate” means an entity which is registered as such by an applicable Member pursuant to the Rules;

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

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

“Chairman” means the independent chairman of the Company;

“chairperson of the meeting” has the meaning given in Article 39;

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

“Company” means Lawn Tennis Association Limited;

“Company Secretary” means the Company secretary or, if the position of Company secretary is not occupied, any Director;

“Conflict” has the meaning given in Article 15;

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

“Council Board Members” means the Directors of the Company elected by Council in accordance with the Standing Orders;

“Councillor” means any person for the time being appointed to and serving on the Council;

“Deputy President” means the deputy president of the Company;

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

“Disciplinary Code” means the disciplinary code of the Company in force from time to time;

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

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

“Game” means tennis, including the games of lawn and padel tennis in Great Britain, the Channel Islands and the Isle of Man;

“Independent Board Member” means an independent non-executive director of the Company, with 'independent' having the meaning given to it in the document entitled 'A Code for Sports Governance', as published by UK Sport and Sport England from time to time;

“Interested Director” has the meaning given in Article 15;

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

“Memorandum” means the Company’s memorandum of association;

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

“participate” , in relation to a Directors’ meeting, has the meaning given in Article 11;

“President” means the president of the Company;

“proxy notice” has the meaning given in Article 45;

“Rules” means the rules of the Company as in force from time to time;

“Rules of Tennis” means the Rules of Tennis and the Rules and Regulations of the International Tennis Federation as in force from time to time;

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

“Standing Orders” means the standing orders of Council from time to time pursuant to the powers conferred by Article 24;

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

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

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

2. Liability of Members

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

- (A) payment of the Company’s debts and liabilities contracted before he or she ceases to be a Member,
- (B) payment of the costs, charges and expenses of winding up, and
- (C) adjustment of the rights of the contributories among themselves.

3. Not for profit

The funds or other property of the Company shall not be paid to or distributed among the Members of the Company, but shall be applied towards the furtherance of the Company’s objects or for any charitable purpose. In the event of dissolution, the funds remaining will

PART 2**DIRECTORS****DIRECTORS' POWERS AND RESPONSIBILITIES****4. Directors' general authority**

Subject to the provisions of the Companies Acts and these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company, including, without limitation and for the avoidance of doubt, the disciplinary powers under the Disciplinary Code.

5. Members' reserve power

- (1) The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

6. Delegation

- (1) Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - (A) to such person or committee;
 - (B) by such means (including by power of attorney);
 - (C) to such an extent;
 - (D) in relation to such matters or territories; and
 - (E) on such terms and conditions; as they think fit.
- (2) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- (3) The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. Committees

- (1) Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- (2) The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS**8. Majority decisions**

The general rule about decision-making by directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 9.

9. Unanimous decisions

- (1) A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- (3) References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- (4) A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

10. Calling a Directors' meeting

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

11. Participation in Director's meetings

- (1) Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
 - (A) the meeting has been called and takes place in accordance with the Articles; and
 - (B) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- (3) If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12. Quorum for Directors' meetings

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

- (2) The quorum for Directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than three, and unless otherwise fixed it is three.
- (3) If the total number of Directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - (A) to appoint further Directors, or
 - (B) to call a general meeting so as to enable the Members to appoint further directors.

13. Chairing of Directors' meetings

- (1) The Chairman shall chair Directors' meetings.
- (2) If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it. Any reference to "Chairman" with respect to Directors' meetings shall be taken to include any Director appointed to chair the meeting in the Chairman's absence.

14. Casting vote

- (1) If the numbers of votes for and against a proposal are equal, the Chairman has a casting vote.
- (2) But this does not apply if, in accordance with the Articles, the Chairman is not to be counted as participating in the decision-making process for quorum or voting purposes.

15. Conflicts of interest

- (1) The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the 2006 Act to avoid conflicts of interest (**Conflict**).
- (2) Any authorisation under this Article will be effective only if:
 - (A) the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - (B) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested Director; and
 - (C) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested Director's vote had not been counted.
- (3) Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):
 - (A) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - (B) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - (C) provide that the Interested Director shall or shall not be counted as participating in the decision-making process for quorum or voting purposes in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- (D) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (E) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (F) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- (4) Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict.
 - (5) The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation in accordance with the terms of such authorisation.
 - (6) A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
 - (7) If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
 - (8) But if paragraph (3) applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
 - (9) This paragraph applies when:
 - (A) the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
 - (B) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (C) the Director's conflict of interest arises from a permitted cause.
 - (10) For the purposes of this Article, the following are permitted causes:
 - (A) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
 - (B) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (C) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

- (11) For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- (12) Subject to paragraph (13), if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than him or herself is to be final and conclusive.
- (13) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

16. Records of decisions to be kept

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

17. Directors' discretion to make further rules

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

APPOINTMENT OF DIRECTORS

18. Methods of appointing Directors

- (1) Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
 - (A) by ordinary resolution;
 - (B) by a decision of Council; or
 - (C) by a decision of the Directors, provided that at no point may the number of Directors exceed 15.
- (2) Subject to the Companies Acts, the number of Directors and composition of the Board shall be as set out in the Rules from time to time.
- (3) The Chairman shall serve for a term of three years and may, at his or her discretion and with the approval of the Board and Council, continue for a further two terms of three years.
- (4) Subject to Standing Order 53, Council Board Members shall serve for a term of three years and may, if re-elected by Council as a Council Board Member in accordance with Standing Order 53, continue for a further two terms of three years.
- (5) Independent Board Members nominated in accordance with the Rules shall serve for a term of three years and may, at their discretion and with the approval of the Board, continue for a further two terms of three years.
- (6) Any casual vacancy occurring in the Board may be filled through appointment by the remaining Directors at their discretion, with such appointment lasting until the conclusion of the next Council meeting.

19. Terms of office of the President and Deputy President

The President and Deputy President shall retire annually on 31 December, but shall each

be eligible for re-election subject to the nomination and election procedure set out in Standing Orders 45 – 48 and the maximum aggregate term on Council (twelve years for a Councillor elected as President and/or Deputy President) set out in Rule 14. In any event, a President and a Deputy President may each only serve in that position for a maximum of three consecutive terms of one year.

20. Termination of Director's appointment

A person ceases to be a Director as soon as:

- (A) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (B) a bankruptcy order is made against that person;
- (C) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (D) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (E) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (F) Council resolves, by simple majority, that a Director should be removed from office.

21. Directors' remuneration

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

22. Directors' expenses

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (A) meetings of Directors or committees of Directors;
- (B) general meetings, or

(C) separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

COUNCIL

23. Council

There shall be a Council which shall be constituted according to the Rules with the powers set out in these Articles.

24. Powers of Council

- (1) Notwithstanding the authority of the Directors under Article 4 to exercise all the powers of the Company in the management of its business, Council shall (upon request by the Directors) have the power to:
 - (A) carry out the objects specified in the Rules and to make, maintain and publish all necessary regulations in connection therewith;
 - (B) appoint any Councillors to the committee of management of any official tournament or public competition in Great Britain;
 - (C) prohibit the holding of unauthorised championships, tournaments and public competitions in Great Britain;
 - (D) prohibit any act or practice by Associates, associations, clubs, committees, organisations or persons, which, in the opinion of Council, is detrimental to the interests of the Game, and to deal with any Associate, association, club, committee, organisation or person disregarding such prohibition in such manner as it may think proportionate and proper;
 - (E) consider and deal with all applications for membership and decide all questions as to the right to representation at general meetings;
 - (F) enforce the Company's disciplinary procedures as set out in the Disciplinary Code;
 - (G) decide all questions of eligibility of persons nominated or elected as officers or other members of Council, and to annul any election, if through non-attendance or any other cause, continuation as a Councillor is not considered to be in the interests of the Company and
 - (H) enlist by co-option for any special purpose the services of any person or persons not members of Council.

25. Councillors nominated by Members

- (1) Subject to these Articles, Members are entitled to representation on Council in accordance with the entitlement rights from time to time agreed by Council.
- (2) Members entitled to representation on Council shall elect their representatives from time to time in accordance with these Articles and the Rules.
- (3) Members shall provide written notification of the full names, addresses and dates of birth of their representatives (and any changes to those details from time to time) to the Company Secretary.
- (4) The election of the representatives shall be formally confirmed by the Board and

notified to Council. Each representative shall be entitled, subject to these Articles, the Rules and Standing Orders, to hold office as Councillor until 31 December in the following year.

- (5) Any casual vacancy on Council may be filled or change of representative effected by the Member affected thereby. Notice of such vacancy, and the name and address of the representative elected to fill such vacancy, shall be sent immediately to the Company Secretary who shall submit the name of the new Councillor for confirmation at the next Council meeting.

PART 4

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

26. Applications for membership

No person or association shall become a Member of the Company unless:

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

27. Conditions of membership

- (1) Each Member agrees, as a condition of membership:
- (A) to be bound by and subject to these Articles;
- (B) to be bound by and subject to the Rules and the Disciplinary Code;
- (C) to ensure that its associates, Councillors, non-LTA accredited coaches and, so far as reasonably practicable, players using its facilities (the "Member's connected parties") are bound by and subject to the Rules and the 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 Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that, subject to Article 27(1)(E), the Contracts (Rights of Third Parties) Act 1999 applies and that the Company can enforce any breach at its option and in its sole discretion;
- (D) to ensure that its associates in turn ensure that their underlying Members, non-LTA accredited coaches and, so far as reasonably practicable, players using its facilities (the "Associate's connected parties") are bound by and subject to the Rules and the Disciplinary Code by obtaining the formal agreement of the Associate's connected parties, as a condition of membership, association, registration, election or as otherwise appropriate, to be bound by and subject to the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that, subject to Article 27(1)(E), the Contracts (Rights of Third Parties) Act 1999 applies and that the Company can enforce any breach at its option and in its sole discretion; and
- (E) where a Member has its registered office, or is otherwise located, in Scotland, the agreements referred to in Articles 27(1)(C) and 27(1)(D) shall, rather than containing an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies, contain an express acknowledgement that:
- (i) the agreement (a) confers a benefit for the Company; (b) creates third party rights in favour of the Company; and (c) shall be enforceable by the Company at its option and in its sole discretion;

- (ii) the agreement may not be varied or amended or revoked without the prior written consent of the Company; and
 - (iii) the identity of the person to whom such agreement relates shall be notified to the Company and that such notification shall, with effect from the date of the notification, constitute intimation of, and shall entitle the Company to enforce, the third party rights referred to above in respect of the period before and after such intimation.
- (2) Any sanction for breach of the conditions in this Article shall be determined by the Directors but must be approved by Council.

28. Subscriptions

The annual subscription in respect of each year to 30 September for each Member, which shall be deemed to include any taxation which may be payable thereon, shall be fixed by the Directors and approved by Council and fall due for payment between 1 October and the following 28 February each year.

29. Non-payment of subscription

- (1) Any Member whose first subscription remains unpaid for one calendar month after the receipt of notice of membership, or whose annual subscription in any subsequent year remains unpaid by 28 February, shall, if the Directors so resolve and Council so approves, cease to be eligible for grants and other advantages offered to Members (including the right, if any, to elect representative(s) to Council) or such of them as the Directors shall decide and Council shall approve.
- (2) Any Member whose subscription remains unpaid by 1 September shall, subject to any further period of grace that may be authorised by the Directors and approved by Council, cease to be a Member, but without prejudice to its indebtedness.

30. Termination of membership

- (1) A Member may withdraw from membership of the Company by giving written notice to the Company Secretary prior to 1st March in any year and in default will be liable to pay its subscription for that year.
- (2) Membership is not transferable.
- (3) A person's or association's membership terminates when that person dies or association ceases to exist.
- (4) The Directors may (subject to approval by Council) terminate the membership of any person or association, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in Article 27.

ADMINISTRATION

31. Membership returns

- (1) Each Member shall, on application for membership and thereafter on or before 15 January in each year, send to the Company Secretary a complete and certified list of its associates.
- (2) Failure to make such membership return shall be deemed to be, and to have the same consequences as, non-payment of a subscription under these Articles.
- (3) Notice of each subsequent addition to such list and of any withdrawal from such list shall also be sent forthwith to the Company Secretary by each Member.

32. Secretarial details

- (1) On or before 15 January in each year, each Member shall send to the Company Secretary the names and addresses of its secretary, treasurer and match secretaries and, where relevant, the names and addresses of the secretaries of its associates.
- (2) Each Member shall also send to the Company Secretary the name of every Associate subsequently connected to it during the year, with the name and address of the secretary of such Associate.

33. Grants

The apportionment of any grant or other advantages offered by the Company to the Members shall be calculated on a basis authorised by Council.

ORGANISATION OF GENERAL MEETINGS

34. Convening of annual general meeting

The annual general meeting shall transact the following business:

- (A) the receipt of the Annual Report and audited financial statements for the past financial year;
- (B) to elect the auditors for the ensuing year;
- (C) to award honorary membership in accordance with the Rules; and
- (D) to consider motions of which due notice has been given.

35. Convening of a general meeting

- (1) A general meeting may be convened by the Directors or Council whenever it or they think(s) fit.
- (2) A general meeting shall be convened by the Company Secretary within six weeks after the receipt by him or her of a requisition in writing to that effect by three or more Members. Every such requisition shall specify the business for which the meeting is to be convened, and no other business shall be transacted at such meeting.

36. Notice

- (1) A printed notice of every general meeting, with a ticket of admission and proxy (in the form set out in Article 45 or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve), shall be sent to the Members (and, for information only, to Councillors, officers and associates) no later than 14 days prior to the date fixed for such meeting.
- (2) Such notice shall specify the date, time and place of such meeting and the nature of the business to be transacted and, in the case of an annual general meeting shall be accompanied by the audited financial statements of the Company for the past year, and the names of persons nominated as officers and Councillors for the ensuing year.
- (3) The annual report of the Company shall also be made available no later than 14 days prior to the date fixed for an annual general meeting in electronic format (either electronic mail or by making it available on the Company's website).
- (4) The accidental omission to give any such notice to any person or association entitled thereto, or the non-receipt thereof by him or her, shall not invalidate the proceedings at any general meeting.

37. Attendance and speaking at general meetings

- (1) A person is able to exercise the right to speak at a general meeting when that person is

in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- (2) A person is able to exercise the right to vote at a general meeting when:
 - (A) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (B) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

38. Quorum for general meetings

- (1) No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- (2) No business shall be transacted at any general meeting unless a quorum is present. Ten persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member, shall be a quorum.

39. Chairing general meetings

- (1) The President shall chair the general meeting and in his or her absence the Chairman.
- (2) If the President or Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
 - (A) the Directors present, or
 - (B) (if no Directors are present), the meeting,

must appoint a Director or Member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

- (3) The person chairing a meeting in accordance with this Article is referred to as "the chairperson of the meeting".
- (4) The decision of the chairperson of the meeting on any point shall be final, and any person disobeying the ruling of the chairperson of the meeting may be suspended by ordinary resolution of the meeting.

40. Attendance and speaking by Directors and non-members

- (1) Directors, Councillors and associates may attend and speak at general meetings, whether or not they are Members.
- (2) The chairperson of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

41. Adjournment

- (1) If the persons attending a general meeting within half an hour of the time at which the

meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it.

- (2) The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
 - (A) the meeting consents to an adjournment, or
 - (B) it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairperson of the meeting must:
 - (A) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - (B) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (A) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (B) containing the same information which such notice is required to contain,
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

42. Voting: general

- (1) Each Member whose subscription is not in arrears shall be entitled to send a representative with power of voting to all general meetings.
- (2) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- (3) Where a decision by a bare majority only is required and there is an equality of votes, there shall be a second count, and if upon such second count there be again an equality of votes, the chairperson of the meeting shall have a casting vote.

43. Errors and disputes

- (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chairperson of the meeting whose decision is final.

44. Poll votes

- (1) A poll on a resolution may be demanded:

- (A) in advance of the general meeting where it is to be put to the vote, or
 - (B) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by:
- (A) the chairperson of the meeting;
 - (B) the Directors;
 - (C) six or more persons have the right to vote on the resolution; or
 - (D) a person or person representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if:
- (A) the poll has not yet been taken, and
 - (B) the chairperson of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

45. Content of proxy notices

- (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- (A) states the name and address of the Member appointing the proxy;
 - (B) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (C) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - (D) is delivered to the Company at least 48 hours before the start of the meeting or adjourned meeting to which it relates, in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting to which they relate.
- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. Unless the Company requires otherwise, a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

LAWN TENNIS ASSOCIATION LIMITED

**Form of Proxy for use by Members at the
[Annual] General Meeting of the Company convened for [] 20[]**

I/We.....
(FULL NAME(S) IN BLOCK CAPITALS)

of
(ADDRESS IN BLOCK CAPITALS)

hereby appoint the chairperson of the meeting OR the following person

| | |
|--|--|
| | |
|--|--|

as my/our proxy to exercise all or any of my/our rights to attend, speak and vote in respect of my/our voting entitlement on my/our behalf at the [Annual] General Meeting of the Company to be held on [] 20[] at [] a.m./p.m.] and at any adjourned meeting.

Please tick here if this proxy appointment is one of multiple appointments being made by the same shareholder.

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

| Resolutions | For | Against | Vote Withheld |
|-------------|-----|---------|---------------|
| | | | |

Signature

Date

- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:
 - (A) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (B) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

46. Delivery of proxy notices

- (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered at least 48 hours before the start of the meeting or adjourned meeting to which it relates and in accordance with any instructions contained in the notice of the general meeting.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

47. Amendments to resolutions

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (A) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and
 - (B) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (A) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (B) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) The chairperson of the meeting shall, in his or her sole discretion, determine how to deal with multiple amendments to the same resolution.
- (4) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

PART 5**ALTERATIONS****48. Memorandum and the Articles**

The Memorandum and Articles shall be as determined by the members from time to time in general meetings. Proposals to amend the Memorandum and Articles may be made by the members pursuant to the Companies Acts or by the Directors (provided that any such proposals made by the Directors have been approved by a simple majority of Council).

49. Alteration of the Rules

Except as otherwise stated in the Rules, alterations to the Rules must be approved by a simple majority of Council but will only take effect if also approved at a general meeting by two-thirds of Members present and entitled to vote on the resolution.

50. Alteration of the Disciplinary Code

The Board may alter the Disciplinary Code.

PART 6

RULES OF TENNIS AND PROHIBITION

51. Rules of Tennis

The Rules and these Articles, and the decisions of the Board and Council on all doubtful and disputed points arising in connection with the Rules of Tennis and these Articles, shall be binding on all Members and associates.

52. Prohibition

No tournament, match or competition shall be promoted by, or played on the courts of, a Member of Associate except with the consent and, if required, under the control of Council.

PART 7

ADMINISTRATIVE ARRANGEMENTS

53. Means of communication to be used

- (1) Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- (2) Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

54. Company seals

- (1) Any common seal may only be used by the authority of the Directors.
- (2) The Directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this Article, an authorised person is:
 - (A) any Director of the Company;
 - (B) the Company Secretary (if any); or

- (C) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

55. No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an ordinary resolution of the

Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

56. Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

57. Indemnity

- (1) Subject to paragraph (2), a relevant director of the Company or an associated company, a relevant Councillor or any relevant Member of any board, committee, panel or sub-committee of the Company or associated with the Company shall be indemnified out of the Company's assets against:
 - (A) any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - (B) any liability incurred by that person in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
 - (C) any other liability incurred by that person as an officer of the Company or an associated company.
- (2) This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this Article:
 - (A) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
 - (B) a "relevant director" means any Director or former Director of the Company or an associated company;
 - (C) a "relevant Councillor" means any Councillor or former Councillor; and
 - (D) a "relevant Member of any board, committee, panel or sub-committee" means any present or former Member of any board, committee, panel or sub-committee.

58. Insurance

- (1) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.
- (2) In the Article:
 - (A) a "relevant director" means any Director or former Director of the Company or an associated company,

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