

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION¹ OF

TENNIS WALES LIMITED

1 Definitions and interpretation

In these articles, unless the context otherwise requires:

- 1.1 "Act" means the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force;
- 1.2 "Annual Open Meeting" shall mean a North Wales Annual Open Meeting or South Wales Annual Open Meeting (as the context shall require);
- 1.3 "Articles" means the articles of association of the Company;
- 1.4 "Board" means the board of directors of the Company from time to time;
- 1.5 "Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London;
- 1.6 "Clubs" means (1) tennis clubs and centres within Wales recognised by the Board from time to time as registered with the Company (and consequently indirectly registered with the Lawn Tennis Association) and (2) those places to play tennis within Wales which are recognised by the Board from time to time;
- 1.7 "Company" means Tennis Wales Limited;
- 1.8 "Conflict" means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;
- 1.9 "County Committees" means, together, the North Wales Committee and the South Wales Committee constituted in accordance with article 18;
- 1.10 "County Tennis" means LTA County events (senior, adult and junior), County training, County closed tournaments and County league and knock-out events for Clubs registered with the Company;
- 1.11 "Court" means a court on which the game of tennis is played;

¹ As amended by a written resolution passed on 20 September 2006, by resolutions passed at an extraordinary general meeting on 29 March 2008, by resolutions passed at an annual general meeting on 19 February 2011 and by a general meeting on 3 September 2011, and by a special resolution passed at an annual general meeting on 21 February 2015, and by a special resolution passed at an annual general meeting on 6 February 2016, and by a general meeting on 2 September 2017.
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- 1.12 “Disciplinary Code” means the disciplinary code of the LTA in force from time to time;
- 1.13 "Director" means a director of the Company from time to time;
- 1.14 “Eligible Director” means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 15, any director whose vote is not to be counted in respect of the particular matter);
- 1.15 “LTA” means the Lawn Tennis Association Limited (company number 07495469) and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis within Great Britain from time to time;
- 1.16 "Member" means a director and any other person duly admitted as a member of the Company from time to time in accordance with these articles;
- 1.17 “North Wales” means the geographical area which at the date of adoption of these articles is comprised within the counties and county boroughs of Gwynedd, Anglesey, Conwy, Flintshire, Denbighshire and Wrexham and that part of Powys known as Montgomeryshire;
- 1.18 “North Wales Committee” means the North Wales Committee constituted pursuant to article 18;
- 1.19 “North Wales Annual Open Meeting” shall mean the meeting to be held each year pursuant to article 17.1;
- 1.20 “North Wales Members” shall mean those members who are Representatives of Clubs located in North Wales;
- 1.21 “North Wales Open Meeting” shall mean either or both (as the context requires) of the North Wales Annual Open Meeting and/or any extraordinary open meeting of the North Wales Members convened pursuant to article 17.2;
- 1.22 "Office" means the registered office of the Company from time to time;
- 1.23 “Rules” means the rules of the LTA as in force from time to time;
- 1.24 “Representative” means a duly authorised representative of a Club;
- 1.25 "Secretary" means the secretary of the Company from time to time or other person appointed to perform the duties of secretary, including a joint, assistant or deputy secretary;
- 1.26 “South Wales” means the geographical area which at the date of adoption of these articles is comprised within the counties and county boroughs of Blaenau Gwent,

Bridgend, Caerphilly, Cardiff, Carmarthenshire, Ceredigion, Merthyr Tydfil, Monmouthshire, Newport, Neath Port Talbot, Pembrokeshire, Rhondda Cynon Taff, Swansea, Torfaen and Vale of Glamorgan and those parts of Powys known as Brecknockshire and Radnorshire;

- 1.27 “South Wales Committee” means the South Wales Committee to be constituted pursuant to article 18;
- 1.28 “South Wales Annual Open Meeting” shall mean the meeting to be held pursuant to Article 17.1;
- 1.29 “South Wales Members” shall mean those members who are Representatives of Clubs located in South Wales;
- 1.30 “South Wales Open Meeting” shall mean either or both (as the context requires) of the South Wales Annual Open Meeting and/or any extraordinary open meeting of the South Wales Members convened pursuant to Article 17.2;
- 1.31 "United Kingdom" means Great Britain and Northern Ireland;
- 1.32 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in visible form;
- 1.33 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.34 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.35 Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these articles become binding on the Company;
- 1.36 Except where the context otherwise requires, any reference to a person “signing” or “executing” any agreement, deed, instrument or document of any kind shall include signing, sealing, executing or using any other valid means by which that person may bind himself to such agreement, deed, instrument or document;
- 1.37 References to any gender shall include every gender;
- 1.38 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.39 No regulations set out in any schedule to, or contained in any order, regulation or other subordinate legislation made under, any statute concerning companies shall

apply as regulations or articles of the Company.

2 **Objects**

The objects of the Company are:-

- (a) to be directly affiliated to the LTA, and to comply with and uphold the Rules and the rules and regulations of the LTA and any body to which the LTA is affiliated or to which the LTA may become affiliated in the development, furtherance and advancement of the game of tennis;
- (b) to act as the national association for tennis in all its forms in Wales and to be responsible for the administration of all matters relating to the game of tennis in Wales apart from those matters in respect of which the LTA has exclusive jurisdiction;
- (c) to foster encourage and develop tennis in Wales;
- (d) through the LTA and/or by itself (as appropriate), to make and enforce rules and regulations and to formulate and issue codes of ethics and conduct for participants in tennis at all levels and to make appropriate regulations to ensure that the carrying into effect of codes of conduct, disciplinary procedures, measures for the proper protection of children and young persons, anti-discriminatory procedures and rules of the Company are properly observed; and to promote the observance of the said codes procedures measures and rules by its members and others;
- (e) to promote international and national championships and competitions and to regulate, arrange and manage all matters in connection therewith including the selection of players to represent Wales; and
- (f) to do all other things necessary or desirable for the promotion of the interests of tennis in Wales.

For the avoidance of doubt, the Company submits to the jurisdiction of the LTA in relation to anti-doping matters within Wales.

The Company shall have power to do all such lawful things as will further the foregoing objectives and, in addition, shall be entitled to do all such other things as may be deemed conducive or incidental to the attainment of the Company's objects or any of them.

3 **Members and registration**

- 3.1 The members shall have such powers as are reserved to them by the Act and the articles and any directions which may be given by special resolution or by a written resolution passed pursuant to the provisions of the Act. All other powers of the Company,

including the determination of the policies of the Company and the management of the business of the Company, shall (subject to articles 9, 18 and 19) be exercised by the directors. The directors shall be appointed in accordance with article 12.

- 3.2 The directors and such other persons as the Board shall admit to membership in accordance with these articles shall be members of the Company.
- 3.3 Save for any person who is a director, every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Board may require executed by him.
- 3.4 The Board shall admit to membership of the Company any person who is a director or who applies for membership in accordance with article 3.3 provided that:
 - (1) he is a director; or
 - (2) all of the following conditions apply:
 - (i) he is aged 16 years or over;
 - (ii) the Board is satisfied that such person is a Representative of a Club and that such person is also a member of such Club;
 - (iii) the Club which such person represents has paid the appropriate registration fees determined by the Company in general meeting from time to time;
 - (iv) the Board is satisfied that the Club of which the proposed member is a Representative supports the objectives of the Company;
 - (v) no such person shall be admitted to membership as a Representative of a Club at any time while another Representative of the same Club is a member of the Company; and
 - (vi) such person agrees, as a condition of membership, to enter into or accede to, and be bound by, a shareholders' agreement in the form approved by the Board.
- 3.5 Only natural persons may be members and no corporation, body corporate, partnership, trust or other similar body may be a member.
- 3.6 A member may retire by written notice to the Company unless after such retirement the number of members would be less than five, and any notice served which would have the result of reducing the number of members below five shall be of no effect.
- 3.7 Membership of the Company shall not be transferable.
- 3.8 A member shall cease to be a member of the Company if:
 - (1) he dies;
 - (2) he becomes bankrupt;
 - (3) he no longer holds office as a director;

- (4) the Club of which he is a Representative is dissolved or otherwise ceases to exist;
- (5) he ceases to be a Representative of the Club of which he was a Representative at the time of his admission to membership; and/or
- (6) the Club of which he is a Representative no longer fulfils the requirements specified in articles 3.4(2)(ii) to 3.4(2)(iv) (inclusive).

3.9 A member shall cease to be a member if he or she is removed from membership by resolution of the members in general meeting on the grounds that the member's continued membership is or is likely to be harmful to the Company, but only after notifying the member in writing and allowing the member concerned to make representations at the general meeting called to consider that member's removal or to circulate written representations to the members prior to that general meeting.

3.10 The Board may recognise any tennis club, tennis centre or such other place where tennis is played within Wales as being registered with the Company and therefore indirectly registered with the LTA.

4 General meetings

4.1 The Company, in addition to any other general meetings in that period, shall hold a general meeting as its annual general meeting no less than nine months and no more than fifteen months after the preceding annual general meeting and shall specify the meeting as such in the notice calling it. The annual general meeting shall, subject as aforesaid, be held at such time and place as the Board shall appoint.

4.2 The Board may, whenever it thinks fit, convene a general meeting. General meetings shall also be convened upon request, or, if not so convened, may be convened by such requesting parties, as provided by the Act. Without prejudice to the previous sentence, any twelve members of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

5 Notice of general meetings

5.1 Any general meeting, including an annual general meeting, shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day of the meeting and shall specify the place, the day and the time of the meeting and, in case of special business, the general nature of that business and shall be given in the manner mentioned below or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the articles of the Company, entitled to attend provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed:

- (1) in the case of the annual general meeting, by all the members entitled to attend and vote thereat; and
 - (2) in the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting, being a majority together holding not less than ninety per cent of the total voting rights at a meeting of all the members.
- 5.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 5.3 Notice of a general meeting which (subject to article 5.2) has been served on every member who would have been entitled to attend and vote at such general meeting if it had been held on the date of such notice need not be given to any member who becomes a member after the date upon which such notice is issued.

6 Proceedings at general meetings

- 6.1 The business to be transacted at an annual general meeting shall be the consideration of the accounts of the Company and the reports of the Board and the auditors (if applicable) in respect of the accounting reference period ending in the year immediately preceding the annual general meeting; the appointment of, and the fixing of the remuneration of, the auditors (if applicable); the appointment and reappointment of directors pursuant to article 12.2(3); the determination of the registration fee for Clubs for the following year; and the election or re-election of the President from nominations made by the Board. All other business to be transacted at an annual general meeting and all business to be transacted at any other general meeting shall be deemed to be special business.
- 6.2 No business shall be transacted at any general meeting unless a quorum of members is present in person or by proxy at the time when the meeting proceeds to business.

Either:

- (a) ten persons entitled to vote upon the business to be transacted and holding between them the right to cast at least 15 votes at the meeting, each being a member present in person or a proxy for a member; or, if lower
- (b) at least one-third of the members from time to time whether present in person or by proxy;

shall be required to constitute a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week (or, if that day is a holiday, to the next Business Day thereafter), at the same time and place, or to such other day and at such other time and place as the chair may determine. If at such adjourned meeting a quorum is not present within half an hour of the time appointed for

the meeting, any seven persons entitled to vote upon the business to be transacted, each being a member present in person or a proxy for a member, shall be a quorum.

- 6.3 The chair of the Board, or failing him some other director nominated by the directors, shall chair every general meeting of the Company.
- 6.4 All duly admitted members of Clubs shall be entitled to attend and speak at any general meeting, but not to vote at any general meeting nor to receive notice of any general meeting.
- 6.5 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.
- 6.6 The chair may, with the consent of a meeting at which a quorum is present (and shall, if directed by the meeting to do so), adjourn the meeting either indefinitely or to another time and/or place. When a meeting is adjourned, at least 14 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. No business shall be transacted at an adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.
- 6.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on declaration of the result of, the show of hands a poll is demanded:
- (1) by the chair; or
 - (2) by any member having the right to vote at the meeting
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 6.8 Unless a poll is duly demanded and the demand is not withdrawn before the poll is taken, a declaration by the chair that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the meeting shall, in the absence of manifest error, be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 6.9 If a poll is duly demanded, it shall be taken in such manner as the chair directs (including the use of ballot or voting papers or tickets). The poll shall be taken immediately and the result of the poll shall be declared at the meeting at which the poll is taken.
- 6.10 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chair. A demand which is withdrawn will not invalidate the result of a show of hands declared before the demand was made.

- 6.11 Subject to compliance with the relevant provisions of the Act a resolution of the members may be passed in writing.
- 6.12 Members (or their proxies) participating in the manner described in this article shall be deemed to be present in person and to be holding a meeting. A member (or a member's proxy) may, to the extent permitted by law, participate in a meeting of the Company by means of telephone or audio-visual conference telephone or similar communicating equipment whereby all members (or their proxies) participating can hear or see and hear each other. Resolutions in general meetings may be made through participation and voting by such means even though none or only some of the members (or their proxies) are physically present with each other.
- 6.13 Subject always to article 6.20 , at a general meeting:
- (1) on a show of hands every member who is present in person and every proxy (not being himself a member) for any member (regardless of the number of members for whom that proxy acts) shall have:
 - (i) one vote if such member or proxy is:-
 - (a) a director (or the proxy of a director); or
 - (b) the Representative (or the proxy of a Representative) of any Club with 0, 1, 2, 3 or 4 courts; or
 - (ii) two votes if he is the Representative (or the proxy of a Representative) of any Club with 5 or more courts
 - (2) on a poll every member who is present in person or by proxy shall have:
 - (i) one vote if he is:-
 - (a) a director; or
 - (b) the Representative of a Club with 0, 1, 2, 3 or 4 courts; or
 - (ii) two votes if he is the Representative of a Club with 5 or more courts.

For the avoidance of doubt, on a poll a person who is present at a general meeting may exercise any vote(s) to which he is entitled as a member in his own right and (if he is acting as proxy for one or more members) any votes to which his appointor(s) would be entitled if he or they were present at the meeting in person.

- 6.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote the chair may have. For the purposes of calculating the number of votes to which a person is entitled under this article, the number of courts which a Club has shall be determined by reference to the latest registration return submitted by the Club to the Company.
- 6.15 A member in respect of whom an order has been made by any court having jurisdiction in matters concerning mental disorder may vote by the person authorised in that behalf by the court. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these articles for the deposit of

instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in default the right to vote shall not be exercisable.

- 6.16 An objection to the qualification of a voter may be raised only at the meeting or adjourned meeting at which the vote objected to is given or tendered. Every vote not disallowed at the meeting is valid. An objection made in due time shall be referred to the chair of the meeting and the chair's decision shall be conclusive.
- 6.17 On a show of hands or on a poll votes may be given either in person or by proxy. A proxy must either be:
- (1) a member of the Company; or
 - (2) a Representative of the same Club as the Club of which the member is a Representative; or
 - (3) the chair of the Company.
- 6.18 The appointment of a proxy shall not preclude the member from attending and voting at the meeting or at an adjournment of it.
- 6.19 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:-
- (1) states the name and address of the member appointing the proxy;
 - (2) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (3) is signed by the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (4) is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the 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
- and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.
- 6.20 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 6.21 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.
- 6.22 Unless a proxy notice indicates otherwise, it must be treated as:-
- (1) 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
 - (2) 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.

- 6.23 Any member 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 member, save that this article shall not take effect to give the member more votes than those to which they are entitled.
- 6.24 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given on behalf of the member by whom or on whose behalf the proxy notice was given.
- 6.25 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 6.26 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding the poll unless notice of the determination is received by the Company at the office, or at the place (if not the office) at which the instrument of proxy was duly deposited, at least 48 hours before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded.
- 6.27 No member who is a Representative of a Club located in South Wales shall be entitled to vote on any resolution concerning the removal of a director elected in accordance with articles 12.2(1) and 17.4 by members who are Representatives of Clubs located in North Wales. No member who is a Representative of a Club located in North Wales shall be entitled to vote on any resolution concerning the removal of a director elected in accordance with articles 12.2(2) and 17.4 by members who are Representatives of Clubs located in South Wales.

7. Amendments to resolutions

- 7.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-
- (1) notice of the proposed amendment is given to the Company in writing by a member 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 chair of the meeting may determine), and
 - (2) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 7.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
- (1) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(2) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

7.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

8. **Powers of directors**

8.1 Subject to the provisions of the Act and the articles (including, without limitation, articles 7, 18 and 19) and to any directions which may be given by special resolution or by a written resolution passed pursuant to article 6.11, the policies of the Company shall be determined, and the business of the Company shall be managed, by the directors who may exercise all the powers of the Company. No alteration of the articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

8.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such condition as they determine, including authority for the agent to delegate all or any of his powers.

9. **Delegation of directors' powers**

9.1 The directors may delegate any of their powers (with power to sub-delegate):

- (1) to such person or committee consisting of such person or persons (whether directors or not);
- (2) by such means (including by power of attorney);
- (3) to such an extent;
- (4) in relation to such matters or territories; and
- (5) on such terms and conditions;

as they think fit.

9.2 County Committees shall be constituted and their members elected and appointed in accordance with article 18, to which the directors shall delegate (with power to sub-delegate) responsibility for County Tennis, subject to the overall supervision and responsibility of the directors and subject to the decisions of the directors from time to time.

9.3 The directors may also delegate to any director holding any executive office such of their powers as they consider desirable to be exercised by him or her.

9.4 Any delegation pursuant to this article may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

10 **Directors to take decisions collectively**

The general rule about decision-making by directors is that any decision of the directors must be either by a two thirds majority decision at a meeting or a decision taken in accordance with article 11.

11 **Unanimous decisions**

11.1 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.

11.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

11.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

12 **Appointment and retirement of directors**

12.1 The maximum number of directors holding office at any time shall be twelve unless otherwise resolved by resolution of the Company. The minimum number of directors holding office at any time shall be five.

12.2 The Board, when complete, shall consist of the following:

- (1) up to four directors elected pursuant to article 17.4 at the South Wales Annual Open Meeting, each of whom must be a bona fide member of a Club located in South Wales;
- (2) up to two directors elected pursuant to article 17.4 at the North Wales Annual Open Meeting, each of whom must be a bona fide member of a Club located in North Wales;
- (3) up to five independent directors elected having been recommended by the Board, following a recruitment and selection process to be determined by the Board, in accordance with article 12.12 or continuing to hold office as a director pursuant to article 13.1(9); and

- (4) (provided he shall have successfully completed any probationary period pursuant to his contract of employment with the Company) the Chief Executive of the Company.
- 12.3 Subject to article 12.1, the directors may appoint a person who is willing to act to be a director in order to fill a vacancy, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors and further provided that the appointment does not cause the number of directors from Clubs located in South Wales to exceed four nor cause the number of directors from Clubs located in North Wales to exceed two.
- 12.4 No director shall be elected by the Company in general meeting or in any North Wales Annual Open Meeting or in any South Wales Annual Open Meeting if, at the date of such meeting, he is 15 years of age or younger.
- 12.5 If a director is elected by the Company in general meeting or in any North Wales Annual Open Meeting or in any South Wales Annual Open Meeting and, at the date of such meeting, he is appointed as a Club Representative for the purposes of membership of the Company under article 3.3, he shall cease to be a Club Representative at the conclusion of that general meeting, or in the case of election at an Annual Open Meeting at the conclusion of the next general meeting.
- 12.6 The directors shall appoint any one of their number (which, for the avoidance of doubt, includes any independent directors appointed in accordance with article 12.2(3)) to act as the chair of the Board, either generally or in relation to any particular meeting (or part thereof) or meetings. The directors may from time to time remove the chair and substitute him with another director appointed by them in accordance with the previous sentence. The Chief Executive of the Company shall not exercise a vote in relation to the appointment of the chair in accordance with this article 12.6.
- 12.7 Directors elected at a South Wales Annual Open Meeting or a North Wales Annual Open Meeting in accordance with article 12.2(1) or 12.2(2) shall be elected or re-elected (as the case may be) to hold office for a term of three years from the date of the Company annual general meeting following their election or re-election at such Annual Open Meeting. Directors elected in accordance with article 12.2(3) shall be elected or re-elected (as the case may be) to hold office for a term of three years from the date of the Company annual general meeting at which they were elected.
- 12.8 At every South Wales Annual Open Meeting all those directors elected pursuant to article 12.2(1) and whose term of office has come to an end shall be subject to re-election or fall due for retirement as directors (but so that such re-election or retirement becomes effective at the end of the annual general meeting of the Company next following such South Wales Annual Open Meeting). At every North Wales Annual Open Meeting all those directors elected pursuant to article 12.2(2) and whose term of office has come to an end shall be subject to re-election or fall due for retirement as directors (but so that such re-election or retirement becomes effective at the end of the annual general meeting of the Company next following such North

Wales Annual Open Meeting). At every annual general meeting of the Company all those directors elected pursuant to article 12.2(3) and whose term of office has come to an end shall be subject to re-election or fall due for retirement as directors (but so that such re-election or retirement becomes effective at the end of the annual general meeting of the Company).

12.9 Any director, other than the Chief Executive, who retires at an annual general meeting or a North Wales Annual Open Meeting or a South Wales Annual Open Meeting (as the case may be) may, if willing to be reappointed, be reappointed in accordance with these articles, provided that no director (other than the Chief Executive of the Company) may serve as a director for a consecutive period exceeding six years.

12.10 Subject to articles 12.2(3) and 13.1(9), the Chief Executive of the Company shall automatically cease to be a director upon ceasing to be Chief Executive of the Company.

12.11 No person shall be appointed or reappointed a director pursuant to article 12.2(1) or 12.2(2) at any North Wales Annual Open Meeting or South Wales Annual Open Meeting unless, not less than three weeks before the date appointed for such meeting, notice signed by:

- (a) the chairman of the North Wales Committee (in the case of a director to be appointed or re-appointed at the North Wales Annual Open Meeting) or the chairman of the South Wales Committee (in the case of a director to be appointed or re-appointed at the South Wales Annual Open Meeting); or
- (b) a member qualified to vote at the relevant Open Meeting,

has been given to the Company of the intention to propose that person for appointment or reappointment. Such notice shall state the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice signed by that person of his willingness to be appointed or reappointed. Notice shall be given to all who are entitled to receive notice of the meeting of any person in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors.

12.12 No person shall be appointed or reappointed a director pursuant to article 12.2(3) at any general meeting unless he is recommended by the directors. Notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment or reappointment as a director at the meeting. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors. Such notice shall be given to the members at the same time as the notice convening such annual general meeting.

12.13 Each member agrees that the directors will be required, as a condition of election, re-election, appointment or reappointment (as the case may be), to agree to be bound by and subject to these articles, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Company can enforce any breach at its option and in its sole discretion.

13 **Disqualification and removal of directors**

13.1 The office of a director is vacated if:

- (1) the director becomes a Club Representative for the purposes of membership of the Company under article 3.3; or
- (2) the director ceases to be a director by virtue of any provision of the Act or pursuant to these articles or becomes prohibited by law from being a director; or
- (3) the director becomes bankrupt or makes an arrangement or composition with his or her creditors generally or applies to the court for an interim order under s.253 of the Insolvency Act 1986 in connection with a voluntary arrangement; or
- (4) the director becomes incapable by reason of illness or injury of managing and administering his or her property and affairs; or
- (5) the director resigns from office by notice sent to or left at the office unless after such resignation the number of directors would be less than five, in which case any such notice shall be of no effect; or
- (6) the director is absent from meetings of the directors for six consecutive months without the permission of the directors, and the directors resolve that his or her office be vacated; or
- (7) the director (unless he is employed as an executive director or has been elected in accordance with article 12.2(3)) ceases to be a member of a Club or the Club of which he is a member ceases to fulfil the requirements set out in articles 3.4(2), (3) and (4);
- (8) an ordinary resolution is passed at a general meeting or an annual general meeting for the removal of the director, provided that the director is provided with the opportunity on reasonable notice to make written or verbal representations at the meeting in relation to his removal; or
- (9) the director (if he or she has been employed as an executive director) ceases for whatever reason to be an employee of the Company, unless he or she is

also a member and the other directors resolve that he or she should continue to be a director.

14 Remuneration of directors

- 14.1 The directors may be refunded for all reasonable expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings of the Company or otherwise in connection with the discharge of their duties, subject to the submission of valid proof that such expenses have been incurred. Except for any director employed as an executive director and subject to article 14.2, the directors shall not be entitled to any other remuneration or fee in connection with their office or the performance of their duties as directors.
- 14.2 The Board may, at its sole discretion, determine that any directors appointed in accordance with article 12.2(3) may be provided with an appropriate remuneration package, to be determined by the Board from time to time.

15 Directors' appointments and interests

- 15.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict 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 Act to avoid conflicts of interest.
- 15.2 Any authorisation under this article 15 shall be effective only if:
- (1) to the extent permitted by the Act, 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;
 - (2) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (3) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 15.3 Any authorisation of a Conflict under this article 15 may (whether at the time of giving the authorisation or subsequently):
- (1) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (2) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - (3) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- (4) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (5) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall 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
 - (6) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 15.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 15.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 15.6 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 in accordance with these Articles 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.
- 15.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (1) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (2) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (3) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (4) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

- (5) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (6) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

15.8 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

15.9 Subject to article 15.10, 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 Chairperson whose ruling in relation to any director other than the Chairperson is to be final and conclusive.

15.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

16 **Proceedings of directors**

16.1 Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A meeting of the directors shall be held at least four times in each year. Any two directors may, and the Secretary at the request of any two directors shall, call any meeting of the directors.

16.2 Notice of any directors' meeting must indicate:-

16.2.1 its proposed date and time;

16.2.2 where it is to take place; and

16.2.3 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.

16.3 Notice of every meeting of directors shall be given to each director, including directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom.

- 16.4 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.
- 16.5 Each meeting of the Board shall be chaired by the chair of the Board. If the chair of the Board is not present at any meeting thereof, the meeting shall be chaired by some other director present at the meeting, as determined by the meeting.
- 16.6 Questions arising at a meeting shall be decided by a two-thirds majority of the votes cast by those directors present and eligible to vote.
- 16.7 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:-
- 16.7.1 the meeting has been called and takes place in accordance with the articles;
and
- 16.7.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.8 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 16.9 The directors may subject to these articles meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit. The quorum for any meeting of the Board shall be one-half of the directors then holding office.
- 16.10 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of calling a general meeting to appoint additional directors.
- 16.11 All or any of the members of the Board or any committee of the Board may participate in a meeting thereof by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear, or see and hear, each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chair of the meeting then is.
- 16.12 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as

if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

- 16.13 A resolution in writing signed or approved by notice, letter, telex, fax, telemessage or cable by all the directors entitled to receive notice of a Board meeting and entitled to vote in respect of such resolution or by all the persons entitled to receive notice of a meeting of a committee of the Board and entitled to vote in respect of such resolution shall be as valid and effectual as if it had been passed at a board meeting or (as the case may be) a meeting of a committee of the Board duly convened and held and may consist of several documents each signed by one or more persons. A resolution of the Board or any committee of the Board may be passed by accepting the vote of any director who is absent from the relevant meeting but who has communicated his or her vote by means of a resolution or approval in writing in accordance with this article and any such absent director shall be deemed to be present at the meeting and shall be counted in ascertaining whether a quorum is present.
- 16.14 The members may by agreement between themselves and the Company suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

17. County open meetings

- 17.1 An annual meeting of the North Wales Members and an annual meeting of the South Wales Members shall be held in November or December of each year at a location in North Wales for the North Wales Members and at a location in South Wales for the South Wales Members. Notice of the annual meeting of the North Wales Members shall be given to all North Wales Members. Notice of the annual meeting of the South Wales Members shall be given to all South Wales Members. For the avoidance of doubt, the Annual Open Meetings do not have to be held at the same time or on the same date.
- 17.2 In addition to the Annual Open Meetings referred to in article 17.1, the North Wales Committee or the South Wales Committee may call an extraordinary open meeting of its respective Members at any time. On the requisition of at least two North Wales Members, the North Wales Committee shall forthwith proceed to convene an extraordinary open meeting of the North Wales Members for a date not later than twelve weeks after receipt of the requisition. On the requisition of at least two South Wales Members, the South Wales Committee shall forthwith proceed to convene an extraordinary open meeting of the South Wales Members for a date not later than twelve weeks after receipt of the requisition.
- 17.3 All North Wales Annual Open Meetings and all South Wales Annual Open Meetings shall be called by at least six weeks notice in writing. All other North Wales Open Meetings and all other South Wales Open Meetings shall be called by at least 14 days' notice in writing.

- 17.4 The business to be transacted at the Annual Open Meetings shall be to elect the members of the North or South Wales Committee as applicable (such members to comprise no less than 7 and no more than 12 persons in total), to elect directors of the Company pursuant to article 12.2(1) or 12.2(2) as applicable, to consider and if necessary require the applicable County Committee to make representations to the Board about the terms of reference set by the Board relating to the conduct of and procedure at Annual Open Meetings and meetings of the North or South Wales Committee (subject to the approval of the Board in each case), and to discuss and vote upon other matters relating to tennis in North or South Wales, as applicable, from time to time. No person shall be eligible for election as an officer or member of the North or South Wales Committee unless his name is proposed by the North or South Wales Committee, as applicable, or by a North or South Wales Member, as applicable, and unless such proposed officer or North or South Wales Committee member is a bona fide member of a Club located in North or South Wales, as applicable.
- 17.5 No business shall be transacted at any North Wales Open Meeting or any South Wales Annual Open Meeting unless a quorum of members is present in person or by proxy at the time when the meeting proceeds to business. Five persons entitled to vote upon the business to be transacted and holding between them the right to cast at least seven votes at the meeting, each being a North Wales Member or a proxy for a North Wales Member, shall be required to form a quorum for a North Wales Open Meeting. Ten persons entitled to vote upon the business to be transacted and holding between them the right to cast at least 15 votes at the meeting, each being a South Wales Member or a proxy for a South Wales Member, shall be required to form a quorum for a South Wales Annual Open Meeting. If within half an hour from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week (or, if that day is a holiday, to the next Business Day thereafter), at the same time and place, or to such other day and at such other time and place as the chair may determine. If at such adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, five persons entitled to vote upon the business to be transacted, each being a North Wales Member or South Wales Member (as the case may be) or a proxy for such a member, shall constitute a quorum.
- 17.6 The chair of the North Wales Committee, or failing him some other member of the North Wales Committee nominated by the North Wales Committee, shall chair every North Wales Open Meeting. The chair of the South Wales Committee, or failing him some other member of the South Wales Committee nominated by the South Wales Committee, shall chair every South Wales Open Meeting.
- 17.7 A resolution in writing signed or approved by notice, letter, telex or fax by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a North Wales Open Meeting or South Wales Open Meeting shall be as valid and effectual as if it had been passed at a North Wales Open Meeting or South Wales Open Meeting duly convened and held. Any such resolution or approval may consist of several documents each signed by or on behalf of one or more of the members.

17.8 At an Annual Open Meeting:

- (1) on a show of hands every member who is present in person and every proxy (not being himself a member) for any member (regardless of the number of members for whom that proxy acts) shall have:
 - (i) one vote if such member or proxy is:-
 - (a) a director;
 - (b) or the Representative (or the proxy of a Representative) of any Club located in North or South Wales, as applicable, with 0,1, 2, 3 or 4 courts; or
 - (ii) two votes if he is the Representative (or the proxy of a Representative) of any Club located in North or South Wales, as applicable, with 5 or more courts; or
- (2) on a poll every member who is present in person or by proxy shall have:
 - (i) one vote if he is:-
 - (a) a director; or
 - (b) the Representative of a Club located in North or South Wales, as applicable, with 0 1, 2, 3 or 4 courts; or
 - (ii) two votes if he is the Representative of a Club located in North or South Wales, as applicable, with 5 or more courts.

For the avoidance of doubt, on a poll a person who is present at an Annual Open Meeting may exercise any votes to which he is entitled as a member in his own right and (if he is acting as a proxy for one or more members) any votes to which his appointor(s) would be entitled if he or they were present at the meeting in person.

In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote the chair may have. For the purposes of calculating the number of votes to which a person is entitled under this article, the number of courts which a Club has shall be determined by reference to the latest registration return submitted by the Club to the Company.

17.9 Articles 4.2, 5, 6.6 to 6.10 (inclusive), 6.12,, 6.15 and 6.17 to 6.19 (inclusive) shall apply in relation to any North Wales Open Meeting and to any South Wales Open Meeting with the necessary modifications save insofar as such provisions are inconsistent with the provisions of this article 17.

17.10 In a North Wales Open Meeting or a South Wales Open Meeting, on a show of hands or on a poll votes may be given either in person or by proxy. A proxy must either be a relevant member of the Company or a Representative of the same Club as the Club of which the member is a Representative or the chair of the North Wales Open Meeting (in the case of a North Wales Open Meeting) or the chair of the South Wales Open Meeting (in the case of a South Wales Open Meeting). The appointment of a proxy shall not preclude the member from attending and voting at the meeting or at an

adjournment of it.

- 17.11 All duly admitted senior and adult members of Clubs located in North Wales shall be entitled to attend and speak at North Wales Open Meetings, but not to vote at such meetings nor to receive notice of any North Wales Open Meeting. All duly admitted senior and adult members of Clubs located in South Wales shall be entitled to attend and speak at South Wales Open Meetings, but not to vote at such meetings nor to receive notice of any South Wales Open Meeting.

18 **County Committees**

- 18.1 A North Wales Committee and a South Wales Committee of the Company shall be constituted. Their purpose shall be to run County Tennis in North Wales and South Wales respectively. The North Wales Committee and South Wales Committee shall each consist of up to twelve members elected each year in accordance with article 17.4 at the applicable Annual Open Meeting, subject to confirmation of such election(s) by the Board. In addition to the members elected and appointed in accordance with this article 18, the Board shall be entitled to appoint and remove one director to each of the County Committees. Decisions of the County Committees shall be by simple majority.
- 18.2 All the members of the North Wales and the South Wales Committee other than any member appointed by the Board shall be appointed for a term of three years (“Term”). At every Annual Open Meeting, one third of the North Wales Members and one third of the South Wales Members, as appropriate, or, if one third is not a whole number, one third rounded down to the nearest whole number, shall retire. The North or South Wales Members to retire by rotation shall be those who have served the longest since their last appointment or reappointment but as between persons who became or were last reappointed on the same day those to retire shall (unless they otherwise agree between themselves) be determined by lot. Nothing shall preclude any person from being elected for a second Term provided that they shall not be elected for more than two consecutive terms.
- 18.3 Each County Committee may appoint an additional member who is not required to be a bona fide member of a Club and/or may not be involved in Tennis, such appointment to be based upon skills and knowledge based criteria which shall be established by the applicable County Committee. Any member appointed in accordance with this article 18.3 shall serve in accordance with article 18.2.
- 18.4 No business shall be transacted at any County Committee meeting unless a quorum of members is present in person or by proxy at the time when the meeting proceeds to business. One half of the number of members of the applicable Committee, rounded down to the nearest whole number, shall be required to form a quorum of the North Wales Committee or the South Wales Committee, as applicable. If within half an hour from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week (or, if that day is a holiday, to the next Business Day thereafter), at the same time and place, or to such other day and at such other time and place as the

chair may determine. If at such adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, one third of the number of members of the applicable Committee, rounded down to the nearest whole number, shall constitute a quorum.

- 18.5 No member who is a Representative of a Club located in North Wales may vote on any resolution concerning the election, re-election or removal of any member of the South Wales Committee or vice versa, whether such resolution is proposed at a general meeting of the Company or at a North Wales Open Meeting or at a South Wales Open Meeting.
- 18.6 The members of each County Committee shall appoint one of their number to be chairman of the Committee and may at any time remove him from office.
- 18.7 Each member agrees that the members of the North Wales Committee and the South Wales Committee will be required, as a condition of election, re-election, appointment or reappointment (as the case may be), to agree to be bound by and subject to these articles, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Company can enforce any breach at its option and in its sole discretion.

19. **Secretary**

Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

20. **The President**

The President shall be nominated by the Board and elected in the annual general meeting in each year. The President shall not be a director, and the President's role shall be to represent the Company on appropriate occasions. A retiring President shall be eligible for re-nomination and re-election, provided that no person may serve as President for a consecutive period exceeding three years. The President shall be entitled to receive copies of the minutes of meetings of the Board and committees of the Board.

21. **Minutes and Records**

- 21.1 The directors shall cause minutes to be made in books kept for the purpose:-
- (1) of all appointments of officers made by the directors; and
 - (2) of all proceedings at meetings of the Company and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

21.2 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.

21.3 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

22. **The Seal**

The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

23. **Notices**

23.1 Except as provided otherwise in these articles, notices to be given to or by a person shall be in writing.

23.2 A notice or other document may be given or delivered to a member by the Company either personally or by sending it through the post by first class mail or airmail, in a prepaid envelope or cover, addressed to the member at its address as appearing in the register of members, or by leaving it at that address, addressed to the member, or by any other means authorised in writing by the member.

23.3 If the registered address of a member is outside the United Kingdom, the member may give the Company an address within the United Kingdom at which notices may be given and notices shall be given or delivered to such member at that address. The member shall not otherwise be entitled to receive notices from the Company.

23.4 A member present, either in person or by proxy, at a meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

23.5 Proof that the envelope or cover containing a notice or document was properly addressed, prepaid and posted is conclusive evidence that the notice or document was given or delivered. A notice or other document which is given by post is deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

24. **Documents relating to the Company**

Save as may be required by law, the directors may at their discretion accept, authorise or approve a faxed or other machine-made copy of any application, instrument, authority, consent, notice or other document produced to or served on the Company,

the directors or the members.

25. **Indemnity and insurance**

25.1 Subject to article 25.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 1) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him/her as a relevant officer in the actual or purported execution and/or discharge of his/her duties, or in relation to them, including any liability incurred by him/her in defending any civil or criminal proceedings, in which judgment is given in his/her favour or in which he/she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his/her part or in connection with any application in which the court grants him/her, in his/her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- 2) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him/her in connection with any proceedings or application referred to in article 25.1(1) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

25.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

25.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

25.4 In this article:

- (1) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (2) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (3) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

26. **Restrictions on distributions**

26.1 The income and the property of the Company shall be applied solely in the promotion of the objects set forth in article 3. No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or profit share to any member of the Company

Provided that nothing herein shall prevent any payment in good faith by the Company:

- (i) of reasonable and proper remuneration to any member, officer, employee or servant of the Company for any services rendered to the Company and of travelling and out-of-pocket expenses necessarily incurred in carrying out the duties of any member of the board, officer, employee or servant of the Company;
- (ii) of interest on money lent by a member of the Company or of its Board at a rate per annum not exceeding 2% less than the base rate from time to time of Barclays Bank PLC or 6% whichever is the greater;
- (iii) of reasonable and proper payment to a company of which a member of the Company or of its Board may be a member in respect of goods supplied or services provided by such company to the Company provided that any such member of the Company or its Board declares his interest in such payment before such payment is made;
- (iv) of a reasonable and proper rent for premises let by any member of the Company to the Company.

26.2 If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever it shall not be paid to or distributed among the members of the Company but given or transferred to some other organisation or organisations having objects similar to the objects of the Company and which further develop amateur sport and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of article 26 hereof such organisation or organisations to be determined by the members of the Company at or before the time of dissolution; and insofar as effect cannot be given to such provisions then to some charitable object.

27. **Limitation on liability**

27.1 The liability of the members is limited to £1.

27.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

28. **Coaches and players**

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