

**THE COMPANIES ACT 2006**

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**

**of**

**LTA TENNIS FOUNDATION**

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FARRER & CO LLP  
66 Lincoln's Inn Fields  
London WC2A 3LH  
Tel: 020 3375 7000  
Fax: 020 3375 7001  
[www.farrer.co.uk](http://www.farrer.co.uk)

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**1. NAME AND REGISTERED OFFICE**

- 1.1 The name of the **Charity** is LTA Tennis Foundation.
- 1.2 The name of the Charity may be changed by a resolution of the **Trustees**.
- 1.3 The registered office of the Charity is to be in England and Wales.

**2. INTERPRETATION**

- 2.1 The interpretation provision in **Article** 19 shall apply.
- 2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 19.

**3. OBJECTS**

- 3.1 The object of the Charity is to advance for the public benefit such charitable purposes associated with the game of tennis in any part of the Great Britain, the Channel Islands and the Isle of Man that are consistent with the purposes of the **Lawn Tennis Association** from time to time as the **Trustees** may in their absolute discretion

determine and (save for purposes incidental and ancillary to those objects) no other purposes ("the **Objects**").

- 3.2 Nothing in these Articles shall authorise an application of the Charity's property for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

#### **4. POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to make any provision of capital funding;
- 4.2 to make grants or loans of money and to give guarantees and to establish policies and criteria for the making of such grants, loans or guarantees;
- 4.3 to provide facilities;
- 4.4 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.5 to promote or carry out research;
- 4.6 to provide advice or information;
- 4.7 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;
- 4.8 to publish or distribute information;
- 4.9 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;

- 4.10 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.11 to raise funds ;
- 4.12 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.13 to refuse or return donations, provided that the Trustees consider and comply with any relevant guidance of the Charity Commission from time to time;
- 4.14 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**);
- 4.15 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.16 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.17 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.18 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.19 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.20 to set aside funds for special purposes or as reserves against future expenditure;
- 4.21 to act as a Charity Trustee of a charitable trust;

4.22 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

4.23 to deposit or invest funds in any manner including without limitation with a view to:

4.23.1 directly furthering the Charity's purpose;

4.23.2 achieving a financial return for the Charity; or

4.23.3 achieving both of the objectives described at 4.23.1 and 4.23.2 above in accordance with and provided that the Trustees comply with their duties under Part 14A of the Charities Act,

(but to invest wholly or partly with a view to achieving a financial return only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) ;

4.24 to delegate the management of investments to a **Financial Expert**, but only on terms that:

(a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;

(b) require the Financial Expert to report transactions to the Trustees within a reasonable timeframe;

(c) require the Financial Expert to review the performance of the investments with the Trustees regularly;

(d) entitle the Trustees to cancel the delegation arrangement at any time;

(e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;

- (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt; and
  - (g) prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4.25 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.26 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.27 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.28 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- 4.29 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children;
- 4.30 to enter into contracts to provide services to or on behalf of other bodies;
- 4.31 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.32 to establish or acquire subsidiary companies;

- 4.33 to pay the reasonable and proper costs of administering the Charity; and
- 4.34 to do anything else within the law which promotes or helps to promote the Objects.

## 5. **THE TRUSTEES**

5.1 The Trustees as Charity Trustees have the control and management of the administration of the Charity and its property and funds.

5.2 The number of Trustees shall be no fewer than five and no more than twelve and shall comprise:

- (a) the **Ex Officio Trustee**;
- (b) at least four and not more than eleven **Appointed Trustees** appointed pursuant to Article 5.4 (to include at least one **LTA Affiliated Trustee**),

provided that no Trustee may be appointed unless following their appointment a majority of the total number of Trustees are **Independent**.

5.3 If at any time the total number of Independent Trustees is less than 25% of the total number of Trustees, the Trustees may act for the purpose of referring an Ordinary Resolution to the Members for the appointment of further Independent Trustees pursuant to Article 5.4, but for no other purpose.

5.4 Any person who is willing to act as a Trustee of the Charity and is permitted to be so appointed by the law and the Articles may be appointed as an Appointed Trustee by **Ordinary Resolution**.

5.5 Subject to Article 5.6 and Article 5.7, the Appointed Trustees shall hold office for a period of three years. Any retiring Appointed Trustee who remains qualified may be re-appointed provided that no Appointed Trustee may be re-appointed for more than two further consecutive terms of office, save that in exceptional circumstances (including in connection with succession planning) an Appointed Trustee may serve

for one additional calendar year where the Trustees (not including the Trustee(s) in question) consider it in the best interests of the Charity.

5.6 Trustees who are in office at the date of adoption of these Articles (the **Adoption Date**) (other than the Ex Officio Trustee) shall:

- (a) from the Adoption Date count and be referred to as Appointed Trustees; and
- (b) serve for such period from the Adoption Date as the Member deems appropriate taking into account time served as a Trustee before the Adoption Date,

provided that no such Trustee shall be permitted to serve in office for a period totalling more than ten consecutive years (including time spent as a Trustee before the Adoption Date).

5.7 Where an Appointed Trustee has come to the end of their term of office having been re-appointed for the maximum total term permitted under Article 5.5 or Article 5.6 (as applicable), they shall be ineligible for appointment as a Trustee for a period of four years, after which they will become eligible for appointment again in accordance with the Articles.

5.8 A Trustee's term of office automatically terminates if:

- (a) they are disqualified under the Charities Acts from acting as a Charity Trustee;
- (b) they have become physically or mentally incapable of acting as a Trustee and may remain so for more than three Months and this is confirmed by a registered medical practitioner;
- (c) they are absent from four consecutive meetings of the Trustees without consent;

- (d) they resign by **Written** notice to the Trustees (but only if at least two Trustees will remain in office);
- (e) they are removed by the Members by way of written notice, provided that before such removal the Members shall invite the views of the Trustee concerned and consider the Trustee's proposed removal in the light of any such views; or
- (f) in the case of an Ex Officio Trustee, they cease to hold the office by virtue of which they were an Ex Officio Trustee.

5.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **6. PROCEEDINGS OF TRUSTEES**

6.1 The Trustees must hold at least two meetings each Year.

6.2 Subject to Article 6.3, a quorum at a meeting of the Trustees is three Trustees or such other number as the Trustees may from time to time decide, save that if and for so long as any Trustee is disqualified from forming part of the quorum pursuant to Article 6.11 a quorum shall be two Trustees.

6.3 The following must be present in order for there to be a quorum:

6.3.1 the Ex Officio Trustee or at least one LTA Affiliated Trustee; and

6.3.2 at least one Independent Trustee,

provided that Article 6.3.1 shall not apply if and for so long as the Ex Officio Trustee and all LTA Affiliated Trustees are disqualified from forming part of the quorum pursuant to Article 6.11.

- 6.4 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.
- 6.5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 6.6 The **Chair** or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- (a) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
  - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.8 Except for the chair of the meeting, who in the case of an equality of votes has a second casting vote, every Trustee has one vote on each issue.
- 6.9 A Trustee must avoid a situation in which they have an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (b) the situation is authorised by the Trustees in accordance with Article 6.10; or

(c) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.26.

6.10 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:

- (a) the procedure in Article 6.11 is followed;
- (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 8; and
- (c) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.

6.11 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

- (a) declare their interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) withdraw during the vote and have no vote on the matter.

6.12 Conflicts of interest that arise in relation to:

6.12.1 benefits allowed to Trustees under Article 8; and / or

6.12.2 the Charity's relationship with (a) LTA Operations, (b) the Lawn Tennis Association, or (c) any other company in the LTA Group, are authorised automatically and need not be separately authorised pursuant to Article 6.10, provided that:

- (a) (in the case of Article 6.12.2) such authorisation would not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 8; and
- (b) the procedure in Article 6.11 is followed.

6.13 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 7. **POWERS OF TRUSTEES**

7.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any **Special Resolution**.

7.2 Without prejudice to Article 7.1, the Trustees may:

- (a) appoint any individual (who may be a Trustee) to act as Secretary to the Charity;
- (b) appoint a Chair and other honorary officers from among the Appointed Trustees (provided that the Chair must be Independent);
- (c) delegate any of their functions to committees consisting of two or more individuals appointed by them, provided that all proceedings of committees shall be reported promptly to the Trustees;
- (d) make regulations consistent with the Articles and the Companies Acts to govern:
  - (i) proceedings at general meetings;
  - (ii) proceedings at meetings of Trustees and meetings of committees;and

- (iii) the administration of the Charity and the use of its seal (if any);
- (e) establish procedures to assist the resolution of disputes within the Charity;
- (f) exercise any powers of the Charity which are not reserved to the Members.

7.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Trustees for the purpose of referring an Ordinary Resolution to the Members for the appointment of further Trustees pursuant to Article 5, but for no other purpose.

## **8. BENEFITS TO MEMBERS AND TRUSTEES**

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but:

- (a) Members who are not Trustees may be employed by the Charity;
- (b) Members (and Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
- (c) Members (and Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
- (d) Members (and Trustees) who are beneficiaries may receive charitable benefits in that capacity.

8.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

- (a) as mentioned in Articles 4.27, 8.1(b), 8.1(c), 8.1(d), 8.3 or 17;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

- (c) payment to any company in which a Trustee has no more than a 1% shareholding; and
- (d) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).

8.3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Charity;
- (b) any conflict of interests is authorised by the Trustees in accordance with Article 6.10;
- (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.11;
- (d) in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).

## 9. **MEMBERSHIP**

9.1 The Charity must maintain a register of Members in accordance with the Companies Acts.

9.2 The subscriber to the **Memorandum** and such other persons as are admitted to Membership in accordance with Article 9.3 shall be Members.

9.3 Subject to Article 9.4, membership shall be determined as follows:

- (a) no person or organisation shall be admitted a Member unless they are approved by the Members; and
- (b) every Member shall, on appointment as such, either sign a Written consent to become a Member or sign the register of Members and shall, in either case, become a Member of the Charity on signature.

9.4 Membership is terminated if the Member concerned:

- (a) gives Written notice of resignation to the Charity; or
- (b) dies or (in the case of an organisation) ceases to exist.

9.5 Membership of the Charity is not transferable.

## **10. GENERAL MEETINGS**

10.1 Members are entitled to attend general meetings personally or by proxy or (in the case of an organisation) by an **Authorised Representative**. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.

10.2 There is a quorum at a general meeting if the number of Members or Authorised Representatives present in person or by proxy is at least one (or fifty percent of the Members if greater).

10.3 The Chair or (if the Chair is unable or unwilling to do so) a Member or Authorised Representative elected by those present presides at a general meeting.

10.4 A general meeting may be called at any time by the Trustees.

10.5 A general meeting may be called on a Written request to the Trustees from at least 5% of the Members.

10.6 On receipt of a Written request made pursuant to Article 10.5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.

## **11. APPOINTMENT OF PROXIES**

11.1 Proxies may only be validly appointed by a notice In Writing 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 the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
- (d) is delivered to the Charity in accordance with Article 15.3;
- (e) is received by the Charity at least 24 hours before the meeting to which it relates.

11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

11.3 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.

11.4 Unless a proxy notice indicates otherwise, it should be treated as:

- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.

11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15.3, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

## **12. VOTING AT GENERAL MEETINGS**

12.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.

12.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.

12.3 Subject to Article 12.4, every Member present in person or by proxy or through an Authorised Representative has one vote on each issue.

12.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.

12.5 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.

12.6 A poll may be demanded by:

- (a) the chair of the meeting;
- (b) any Trustee;
- (c) two or more persons having the right to vote on the resolution; or

- (d) a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.

12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chair of the meeting consents to the withdrawal.

12.8 Polls must be taken immediately and in such manner as the chair of the meeting directs.

### 13. **WRITTEN RESOLUTIONS**

13.1 Subject to Article 13.2, a resolution In Writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an **Authenticated Document** which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more Members have signified their agreement. In the case of a Member that is an organisation, its Authorised Representative may signify agreement.

13.2 The following may not be passed as a written resolution:

- (a) a resolution to remove a Trustee before their period of office expires; and
- (b) a resolution to remove an auditor before their period of office expires.

### 14. **RECORDS & ACCOUNTS**

14.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of

accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

14.2 The Trustees must keep proper records of:

- (a) all resolutions of Members passed otherwise than at a general meeting;
- (b) all proceedings at general meetings;
- (c) all proceedings at meetings of the Trustees;
- (d) all reports of committees; and
- (e) all professional advice obtained.

14.3 The records referred to in Articles 14.2(a), 14.2(b) and 14.2(c) must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.

14.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

14.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

## **15. COMMUNICATION WITH MEMBERS**

15.1 The Charity may validly send or supply any document (including any notice) or information to a Member:

- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
- (c) by electronic mail to an email address notified by the Member In Writing; or
- (d) by means of a website the address of which has been notified to the Member In Writing;

in accordance with the provisions of the Companies Acts.

15.2 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15.3 Members may validly send any notice or document to the Charity:

- (a) by post to
  - (i) the Charity's registered office; or
  - (ii) any other address specified by the Charity for such purposes;
- (b) to any email address provided by the Charity for such purposes.

## **16. GUARANTEE**

16.1 The liability of Members is limited.

16.2 Every Member promises, if the Charity is dissolved while they remain a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while they were a Member.

## 17. INDEMNITY

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity.

## 18. WINDING UP

18.1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance.

18.2 A final report and statement of account must be sent to the Commission.

## 19. INTERPRETATION

19.1 In the Articles:

**Articles** means these articles of association;

**Authenticated Document** means a document sent (a) by hard copy that is signed by the person sending it, or (b)

electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement);

**Authorised Representative**

means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles;

**Chair**

means the chair of the Trustees elected from time to time by the Trustees;

**Charities Acts**

means the Charities Acts 1992 to 2011;

**Charity**

means the company governed by the Articles;

**Charity Trustee**

has the meaning prescribed by section 177 of the Charities Act 2011;

**Clear Days**

means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;

**Commission**

means the Charity Commission for England and Wales;

**Companies Acts**

means the Companies Acts 1985 to 2006;

**Council**

means the council of the Lawn Tennis Association;

<b>Ex Officio Trustee</b>	means, unless that person has been removed from office as a Trustee pursuant to Article 5.8, the finance director for the time being of the LTA Group;
<b>Financial Expert</b>	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
<b>Independent</b>	for the purpose of Article 5 and Article 7.2, means a person who is not, and has not been at any time in the preceding four years, (a) a director, trustee or employee of any entity in the LTA Group or (b) a member of the Council (and <b>Independent Trustee</b> shall be construed accordingly).
<b>Lawn Tennis Association</b>	means Lawn Tennis Association Limited (company number 07459469) or any successor body substantially succeeding to its functions in the event that the same shall be superseded, reconstituted or renamed;
<b>LTA Affiliated Trustee</b>	means a Trustee other than an Independent Trustee and the Ex Officio Trustee.
<b>LTA Group</b>	means the Lawn Tennis Association and all of its Subsidiaries.
<b>LTA Operations</b>	means LTA Operations Limited (company number 07475460) or any successor body substantially succeeding to its functions in the

event that the same shall be superseded, reconstituted or renamed;

**Material Benefit**

means a benefit which may or may not be financial but which has a monetary value;

**Member and Membership**

refer to membership of the Charity;

**Memorandum**

means the Memorandum of Association of the Charity;

**Month**

means calendar month;

**Objects**

means the objects of the Charity set out in Article 3;

**Ordinary Resolution**

means a resolution of the Members that is passed by a simple majority;

**Person Connected To A Trustee**

means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee; (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

**Personal Interest**

means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance;

**Properly Incurred**

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;

**Relevant Liability**

means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which they are convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity;

**Secretary**

means the Secretary of the Charity;

**Special Resolution** means a resolution of the Members that is passed by a majority of 75% or more;

**Subsidiary** means a company (a) in which another company holds a majority of its voting rights, (b) of which another company is a member which has the right to appoint or remove a majority of its board of directors, or (c) of which another company is a member which controls alone, pursuant to an agreement with other members, a majority of its voting rights, and **Subsidiaries** shall be construed accordingly.

**Trustee** means a director of the Charity and **Trustees** means all of the directors;

**Written or In Writing** refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

**Year** means calendar year.

19.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.

19.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

19.4 Changes to Articles 3, 4.28, 8 and 18 which are "regulated alterations" within the meaning of that term in section 198(2) of the Charities Act cannot be made without the prior Written authorisation of the Commission.

19.5 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.