

## **Articles of Association of Hertfordshire LTA Limited**

**Adopted by special resolution on 31 December 2023**

### **1. Definitions**

The following expressions shall have the following meanings:

“Club Main Contact” means the person or person occupying a role nominated as such in relation to each Member’s registration with the LTA.

“Committee” means the committee responsible for the management of the Company formed and operated in accordance with these Articles.

“Company” means ‘The Hertfordshire Lawn Tennis Association Limited’ (also known as ‘Herts Tennis’) as a member of the LTA.

“County” means the county of Hertfordshire.

“County Colours” are awarded from time to time to players selected by the ladies and men’s County team captains to represent the county at the open county cup events, both Summer and Winter, who have demonstrated success and commitment to the County over a number of years.

“Director” means a person appointed a director of the Company in accordance with article 5

“Entity” means an organisation that provides organised opportunities in relation to the Game.

“Fee-Paying Member” means a Member which is required to pay the Herts Fee in accordance with Article 4.

“Game” means the games of tennis, padel and any other sports for which the LTA is the governing body in the UK.

“Honorary Member” means those persons nominated by the President and ratified by the Committee. The award is given to individuals who in the opinion of the Committee have carried out significant activities in the County in support of the Company over a number of years.

“Independent Examiner” means an independent person who is reasonably believed by the Committee to have the requisite ability and practical experience to carry out a competent examination of the Company’s accounts.

“LTA” means Lawn Tennis Association Limited (the governing body of tennis within Great Britain, Channel Islands and Isle of Man) of the National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ and its subsidiaries or such successor, entity or entities as become(s) the governing body of the game of tennis within Great Britain, Channels Island and The Isle of Man from time to time.

“LTA Code of Conduct” means the code of conduct of the LTA in force from time to time.

“LTA Council” means the council of the LTA from time to time.

“LTA Disciplinary Code” means the disciplinary code of the LTA in force from time to time.

“LTA Articles” means the Articles of the LTA in force from time to time.

“Member” or “Members” means the members of the Company admitted from time to time to membership of the Company in accordance with the Articles set out below.

“President” means the elected Chairman of the Board of Directors and the Committee.

“Voting Member” means any class of Member designated as a voting member on the website of the Company from time to time.

## **2. Objects**

2.1 The objects of the Company shall be:

- 2.1.1 to act jointly with the LTA as the governing body for the Game within the County to advance the interests of the Game, to take and retain a membership interest with the LTA and to comply with and uphold throughout the County the LTA Articles, the LTA Disciplinary Code, the LTA Code of Conduct and the Articles and regulations of any person or body to which the LTA is registered or affiliated;
- 2.1.2 to arrange and regulate Inter-County matches, County Championships, Tournaments, Inter-Club and County Competitions and Junior activities including training;
- 2.1.3 to raise, receive and then employ the funds of the Company (including any grant funding provided by the LTA) in such a manner as shall be deemed in the best interests of the Game;
- 2.1.4 to carry out all other activities considered necessary or desirable by the Company in connection with the Game in the County;
- 2.1.5 subject to the LTA Articles, any rules of the LTA, the LTA Code of Conduct and the LTA Disciplinary Code, to make, amend and revoke Articles and regulations for the control and governance of the Game in the County and for the disciplining of players, officials, coaches, parents and others involved within the Game, and to comply with and uphold these Articles;
- 2.1.6 to accept any duties and powers delegated to it by the LTA or the LTA Council;
- 2.1.7 subject to the LTA Articles, any rules of the LTA, the LTA Disciplinary Code, the LTA Code of Conduct and the LTA's wider jurisdiction, to consider and resolve disputes, and enforce any award or decision arising in connection with the Game in the County or otherwise delegated to it by the LTA and to provide by these Articles or regulations or otherwise for a process to govern such disputes;
- 2.1.8 to arrange, purchase and distribute any tickets allocated to the Company for any Game events in accordance with the guidelines laid down by the LTA and any relevant ticket terms and conditions;
- 2.1.9 to do all such other things and make such investments as the Committee thinks fit to further the interests of the Company, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of the Game and generally to encourage and promote equality, diversity and inclusion in the Game or to carry out such things as are incidental or conducive to the attainment of all or any of the objects stated above.

## **3. Membership**

3.1 The Committee may admit an Entity as its Member, if the Committee decides in its absolute discretion that any such Entity provides organised Game opportunities which may include:

- 3.1.1 a members' or commercial tennis or padel club;
- 3.1.2 a local authority (parks)/community-based tennis programme;
- 3.1.3 a school-based tennis programme for the community;

3.1.4 an indoor pay and play tennis centre; and/or

3.1.5 a further education or higher education tennis club;

and such other entities as may be approved by the Committee in their absolute discretion from time to time, provided in each case that such a Member is registered with the LTA as at the date it applies for Membership with the Company and maintains its registration with the LTA for the period it is admitted a Member, has a written Articles of Association or set of Articles or constitution governing its operation and including meeting minimum safeguarding standards as set by the LTA and the decision to admit such entity remains at the discretion of the Committee.

3.2 The categories of Members which shall have the right to a vote shall be the Fee-Paying Members, and any other category of Member designated as a voting member on the website of the Company.

3.3 Any person or entity who wishes to become a Member for the first time must submit an application in such form as the Committee shall decide.

3.4 Existing Members will continue to be Members upon registering to the LTA each year and payment of any appropriate Herts Fee when due.

3.5 Each Member agrees as a condition of membership of the Company and registration with the LTA (unless otherwise agreed by the Committee):

3.5.1 to be bound by and subject to these Articles;

3.5.2 to be bound by and subject to any policies and procedures which are available on the Company's website from time to time;

3.5.3 to be bound by and subject to any LTA Articles, any LTA Disciplinary Code and any LTA Code of Conduct; and

3.5.4 to ensure that its underlying members, any coaches and, so far as reasonably practicable, players using its facilities (the "Member's connected parties") are bound by and subject to the LTA Articles, LTA Code of Conduct and the LTA Disciplinary Code by obtaining the formal agreement of the Member's connected parties, as a condition of membership, Company, registration, election or as otherwise appropriate, to be bound by and subject to the LTA Articles and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA can enforce any breach at its option and in its sole discretion.

3.6 Article 3.5 confers a benefit on the LTA and, subject to the remaining provisions of this Article, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the parties do not intend that any term of these Articles, apart from Article 3.5, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

3.7 The LTA and the Committee may terminate the membership and association of any Member, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership and association set out in this Article.

3.8 To the extent that a Member of the Company is intended to be an unincorporated association, such unincorporated association shall nominate one individual to legally hold its Membership on trust.

#### 4. **Guarantee**

4.1 The liability of each Member is limited to £5, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:

4.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member,

4.1.2 payment of the costs, charges and expenses of the winding up, and

4.1.3 adjustment of the rights of the contributories among themselves.

#### 5. **Herts Fee**

5.1 Each Fee-Paying Member shall pay an annual fee (the **Herts Fee**) to the Company by 31<sup>st</sup> January each year, in an amount to be determined by the Committee in their absolute discretion from time to time (acting reasonably).

5.2 Any Fee-Paying Member whose Herts Fee is not paid by 31<sup>st</sup> January (or such other date as the Committee shall decide) each year shall be deemed to have resigned their membership of the Company, unless decided otherwise by the Committee (acting reasonably).

5.3 Payment of the Herts Fee by clubs and organisations shall imply acceptance of and agreement to the Articles of the Company.

#### 6. **Directors and Committee**

6.1 The Directors shall be the President and at least two of the Honorary Secretary, the Honorary Treasurer and the LTA Councillor. The Committee shall consist of the Directors and typically 6, but no more than 8 other members to fill such roles as the Committee in their absolute discretion may decide from time to time. There will be a maximum of 12 committee members at any time.

6.2 All Directors and other Committee members shall be elected at the Annual General Meeting to serve for a period not exceeding three years. All shall be eligible for re-election for a maximum of three terms, save for a Committee Member who is elected as President in their third term who may serve for a fourth and final term, except where there is an unfilled vacancy due to no suitable candidate being available.

6.3 Before any Committee member is elected the Company must:

6.3.1 consider the skills and diversity of the prospective Committee member; and

6.3.2 consider whether the prospective Committee member would satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Company.

6.4 Committee meetings shall be chaired by the President or in their absence by a member elected at the meeting.

6.5 Every member (including Directors) shall have one vote and in the event of equality of votes the chairman shall have a second or casting vote. Five shall form a quorum. All questions shall be decided by a simple majority of those present and voting.

6.6 The Company agrees that each member of the Committee will be required, as a condition of election or appointment, to agree to be bound in writing by and subject to these Articles any policies and procedures which are available on the Company's website from time to time, the LTA Articles, the LTA Code of Conduct and the LTA Disciplinary Code, such agreement to

contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA can enforce any breach at its option and in its sole discretion.

## **7. Management**

- 7.1 The Management of the Company shall be in the hands of the Committee who shall have full power to conduct all the affairs of the Company in accordance with the Articles.
- 7.2 The Committee may appoint sub-committees and delegate to them all or any of the Committee's powers and may co-opt from time to time other persons to serve on the Committee or a sub-committee until the next Annual General Meeting, save that any contract in excess of £5,000 shall require the authority of at least one Director and one other Committee member.
- 7.3 The Committee shall have power to recommend any suitable persons for election as Honorary Members at the Annual General Meeting to serve for three years each being eligible for re-election (subject to a maximum of two terms).
- 7.4 The Committee shall also have the power to recommend the names of any players or other suitable persons for the approving of County Colours at the Annual General Meeting.
- 7.5 The Committee shall also have the power to appoint Committee Member(s) as representative(s) for the County to the LTA Council.
- 7.6 The Company agrees that its representative(s) nominated to serve on the LTA Council will be required, as a condition of election or appointment, to agree to be subject to these Articles, the LTA Articles, LTA Code of Conduct and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Company can enforce any breach at its option and in its sole discretion.
- 7.7 The Committee shall have the ability to make amendments to any Articles of any competition organised by the Company without taking such matters to an AGM or EGM. .

## **8. Conflicts of Interest**

- 8.1 The Committee may, in accordance with the requirements set out in this Article 7, authorise any Conflict proposed to them by any Committee member.
- 8.2 Any authorisation under this Article 7 shall be effective only if:
- 8.2.1 the matter in question shall have been proposed by any Committee member for consideration in the same way that any other matter may be proposed to the Committee members under the provisions of this Articles of Association;
- 8.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Committee member; and
- 8.2.3 the matter was agreed to without the Interested Committee member voting or would have been agreed to if the Interested Committee member's vote had not been counted.
- 8.3 Any authorisation of a Conflict under this Article 7 may (whether at the time of giving the authorisation or subsequently):
- 8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 8.3.2 provide that the Interested Committee member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Committee or otherwise) related to the Conflict;

- 8.3.3 provide that the Interested Committee member shall or shall not be an Eligible Committee member in respect of any future decision of the Committee in relation to any resolution related to the Conflict;
  - 8.3.4 impose upon the Interested Committee Member such other terms for the purposes of dealing with the Conflict as the Committee think fit;
  - 8.3.5 provide that, where the Interested Committee Member obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Committee Member of the Company) information that is confidential to a third party, they 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
  - 8.3.6 permit the Interested Committee Member to absent themselves from the discussion of matters relating to the Conflict at any Committee meeting and be excused from reviewing papers prepared by, or for, the Committee to the extent they relate to such matters.
- 8.4 Where the Committee authorise a Conflict, the Interested Committee Member shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Committee in relation to the Conflict.
- 8.5 The Committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Committee Member prior to such revocation or variation in accordance with the terms of such authorisation.
- 8.6 Provided he/she has declared the nature and extent of his/her interest, and the Committee have authorised such interest, a Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 8.6.1 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;
  - 8.6.2 shall be an Eligible Committee Member for the purposes of any proposed decision of the Committee in respect of such existing or proposed transaction or arrangement in which they are interested;
  - 8.6.3 shall be entitled to vote at a Committee meeting in respect of such existing or proposed transaction or arrangement in which they are interested;
  - 8.6.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a Committee Member;
  - 8.6.5 may be a Committee Member or other Director 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
  - 8.6.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them) derive from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate.

## 9. **Annual and Extraordinary General Meetings**

- 9.1 An Annual General Meeting shall be held on a day between the fourteenth day of February and the fourteenth day of March at which the following business shall be transacted. The Committee may defer an Annual General Meeting by up to 3 months, meaning that an Annual General Meeting may not be held later than the fourteenth day of June in the year, provided that no

longer than 15 months elapses from the date of each Annual General Meeting. Such meeting may take place virtually, on a hybrid basis or at a physical location, with such physical location being in Hertfordshire or London.

- 9.2 The following business shall take place at the Annual General Meeting:
- 9.2.1 to receive the accounts and the report of the Committee for the past year and to appoint an Independent Examiner;
  - 9.2.2 to elect any Directors or other members of the Committee who are eligible for re-election, or to fill a vacancy where such vacancy has been indicated by the Committee;
  - 9.2.3 to elect any Honorary Members as recommended by the Committee;
  - 9.2.4 to approve any County Colours as recommended by the Committee;
  - 9.2.5 to consider and report on such rule changes to competition rules as the Committee deem necessary; and
  - 9.2.6 to transact any other relevant business.
- 9.3 In the event that there are more candidates for election as Directors or Committee members than vacancies, a ballot will be held with the roles being filled by a majority vote, with the Committee to determine how such ballot is to be held.
- 9.4 Not less than fourteen days' notice in writing of the Annual General Meeting shall be supplied to each Club Main Contact and to the Honorary Members stating the business to be transacted with a copy of the accounts.
- 9.5 Any nomination for Director or for the Committee and notice of any resolution to be proposed shall be supplied in writing to the Honorary Secretary not later than the fourteenth day of January with, in each case, the names of the proposer and seconder.
- 9.6 The Committee may at any time instruct the Honorary Secretary to call an Extraordinary General Meeting for a stated purpose. The Honorary Secretary shall supply to each Club Main Contact and each Member not less than fourteen days' notice in writing of such meeting with details of the business to be transacted. No other business shall be transacted at the meeting.
- 9.7 The following shall be entitled to attend and vote at a General Meeting:
- 9.7.1 The Directors and other members of the Committee;
  - 9.7.2 the Honorary Members; and
  - 9.7.3 one representative on behalf of each eligible Voting Member in addition to any representative who is a serving member of the Committee of the Company or two representatives attending in the case of a registered Member which pays the maximum Herts Fee from time to time (each having a separate vote).
- 9.8 A General Meeting shall be chaired by the President or in their absence by a chair elected at the meeting. In the event of equality of votes the chair shall have a second or casting vote. Eleven shall form a quorum. Save as otherwise specified in these Articles all questions shall be decided by a majority of those present and voting.

## 10. **Alterations to Articles of Association**

Any alteration or addition to these Articles of Association may only be made by Special Resolution passed at a General Meeting by a majority of not less than two thirds of those

present and voting. The wording of any such Special Resolution proposed shall be included in the notice of the meeting supplied under Article 8.6 and 8.4.

#### 11. **Regulations, Articles, policies and standing orders**

The Committee shall have power to make, repeal and amend such regulations, rules and policies and standing orders as it may from time to time consider necessary for the well-being of the Company. Such regulations, rules and policies and standing orders and any repeals or amendments to them shall have effect until set aside by the Committee.

#### 12. **Termination/cessation of Membership**

12.1 If a Member who is required to register with the LTA fails to do so when due, they will be deemed to have resigned their Membership and any Herts Fee paid by them will not be required to be refunded.

12.2 Any Member wishing to resign otherwise than in accordance with Article 11.1 shall give to the Honorary Secretary written notice to that effect prior to the date of the Annual General Meeting otherwise it shall remain a Member and liable to payment of the Herts Fee for the ensuing year. Membership shall not be transferable in any event and shall cease immediately on dissolution.

12.3 Following completion of the Company's disciplinary procedure (which the Committee may decide from time to time) the Committee may terminate the Membership of any Member without its consent by giving the Member written notice if, in the reasonable opinion of the Committee, the Member:

12.3.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and Committee into disrepute; or

12.3.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

12.3.3 has failed to observe the terms of these Articles of Association.

Following such termination, the Member shall be removed from the register of Members.

12.4 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why its Membership should not be terminated. The Committee must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Committee to terminate the Membership of a Member.

12.5 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by it.

#### 13. **Accounts**

Full accounts of the financial affairs of the Company shall be prepared each year. These accounts shall be independently examined.

#### 14. **Borrowing**

14.1 The Committee may borrow a maximum total amount of £100,000 on behalf of the Company for the purposes of the Company from time to time at its own discretion and with the sanction of a General Meeting for any further money above that sum.



- 14.2 When so borrowing the Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issue of debentures charged upon all or any part of the property of the Company.
- 14.3 The Committee shall have no power to pledge the personal liability of any Committee Member for repayment of any sums so borrowed.
- 14.4 The Committee may make such dispositions of the Company's property or any part thereof and enter into and execute such agreements and instruments in relation thereto as the Committee may deem proper for giving security for such moneys and the interest payable thereon.
15. **Dissolution**
- 15.1 A resolution to dissolve the Company shall only be proposed at an Extraordinary General Meeting and shall only be passed if carried by a majority of at least three quarters of the Members present and entitled to vote.
- 15.2 The dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding up of the assets and liabilities of the Company.
- 15.3 Any property remaining after the discharge of the debts and liabilities of the Company shall be paid to or distributed to the LTA or its successor in a manner to be determined by the Committee at the time.