

COMMONWEALTH OF THE BAHAMAS

MEMORANDUM OF ASSOCIATION

OF

BAHAMAS LAWN TENNIS ASSOCIATION

A NON-PROFIT COMPANY

(A Company Limited by Guarantee and Without a Share
Capital)

1. **NAME**

The name of the Company shall be **BAHAMAS LAWN TENNIS ASSOCIATION (BLTA)** (hereinafter called “the Company”).

2. **REGISTERED OFFICE**

The Registered Office of the Company shall be situated at Gibson & Associates, Deanna House, Dowdeswell Street in the City of Nassau, in the Island of New Providence, one of the Islands of The Commonwealth of The Bahamas and its postal address will be in c/o of P.O. Box N-4377, Nassau, Bahamas.

3. **OBJECTS AND POWERS**

The objects for which the Company is being established are:

- 1) To function and act as a federation for all members of the Company, and to function and act as the governing body for the sport of Tennis in the Commonwealth of the Bahamas.
- 2) To uphold the laws of the game as at present adopted by the International Tennis Federation (ITF).
- 3) To make, maintain and publish regulations for the management of Prize meetings, interclub matches, Cup Competitions and Tournaments.
- 4) To regulate, arrange and manage all matches and any other competitions from time to time promoted by the Company including the dates thereof.
- 5) To make, maintain and publish bye-laws for any of the purposes above.
- 6) To elect a Board of Directors responsible for
 - a. Creating and/or amending any bye-laws or regulations made upon Resolution of the Board of Directors for the administration and holding of tournaments and competitions from time to time promoted by or held under the auspices of the Company.
 - b. Managing and supervising of all National and

International Tournaments or competitions held in
The Bahamas.

- c. Sanctioning and regulating tournament and competition dates.
- d. Prohibiting any act or practice by Associations, Clubs, Committees or players which in opinion of the Council is detrimental to the interest of the game and to deal with any Association, Club or player disregarding such prohibition in such manner as it may in its absolute discretion think proper.
- e. Reinstating upon terms or otherwise as it may think proper any Club, Association, Committee or player penalized for any offence hereunder.
- f. Amending regulations applicable to any such tournament or competition consequent upon Resolution of the Board of Directors.
- g. Applying the Rules Regulations and Codes of Conduct governing international tennis tournaments promoted and sanctioned by the International Tennis Federation (ITF), Association of Tennis Professionals (ATP) and Women's Tennis Association (WTA) and played in The Bahamas;
- h. Deciding any appeal raised by any Island Association arising out of any dispute or disagreement to which such Association shall be a party.
- i. Suspending from any competition managed by the Company for such period of time as the Board of Directors may determine any tennis player, captain, referee, umpire or other official who is in breach of the Regulations, or who in the opinion of the Board of Directors acts contrary to the interests of such

- tournament or competition or in a manner detrimental to the sport of tennis or likely to bring the tournament or competition or the Company into disrepute
- j. Setting subscription rates for Island Association membership;
 - k. Prohibiting any act or practice by any Island Association, club, or player which in the opinion of the Council, after due inquiry, is detrimental to the interests of the game, and to exercise such disciplinary powers in relation to any such association, club or player disregarding such prohibition as the Council in its absolute discretion shall consider proper
 - l. Restoring or rehabilitating any association, club or player so disciplined for any breach hereunder
 - m. Inflicting penalties on Associations, Clubs, Committees or players for any infringement of the laws of the game or of the rules and regulations of the Association.
 - n. Deciding all doubtful and disputed points in connection with the game and the law as thereof, and the rules and regulations of the Association and any decision of the Board of Directors shall be final; subject however to a right of appeal to the International Tennis Federation.
 - o. Considering all applications for affiliation and membership and approving or rejecting where necessary.
 - p. Administering the finances, the assets and the liabilities of the Company for any of the purposes of the Company and for the carrying on of any business or transaction which the company is authorized to

carry on under the Act or this Constitution.

- q. Delegating any powers as it shall in its absolute discretion think fit to duly appointed committees of the Board of Directors, subject to the provisions of Article 9(2).
- r. Selecting of all players or teams to represent The Bahamas in International tournaments or competitions staged within The Bahamas.
- s. Doing all such other things in the interests of the game and the Association as it may deem expedient.

7) Generally to advance the interest of the game of Tennis in The Bahamas.

4. The objects set forth in Clause 3 above shall not be subject to strict interpretation but shall be given the widest possible meaning and they shall not, except when the provision is expressed in such a way to limit or restrict by reference to or inference from any other object or objects set forth herein or by the Company.

5. None of the Clauses of this Memorandum, the object or objects herein, or the powers thereby conferred, shall be deemed subsidiary or ancillary to the objects or powers mentioned in Clause 3 above; notwithstanding, the Company shall have full power to exercise all or any of the objects conferred by and provided in any one or more of the Clauses in this Memorandum.

6. **AUTHORISED CAPITAL**

The Company has no authorized share capital and it is to be carried on without pecuniary gain to its members and that any profits or other accretions to the Company are to be used in furtherance of its objects and intent mentioned in this Memorandum.

7. For the avoidance of doubt, the income and property of the Company, howsoever derived shall be applied solely towards the

promotion of the objects of the Company as set forth in Clause 3 above and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or refund of contribution or otherwise to the members of the Company **PROVIDED THAT** nothing herein contained shall prevent the payment, in good faith of remuneration to any officer or employee of the Company or other person not being a member of the Company , in return for any services actually rendered to the Company.

8. **MEMBERSHIP**

Each first director shall be a member of the Company.

9. Every member of the Company shall undertake to contribute to the assets of the Company by the contribution of the minimum sum of thirty-five dollars (\$35.00) by all adult individual voting members, so as to enable the settlement of the Company's debts and liabilities and of all costs, charges and expenses of the Company as may arise from time to time inclusive of the expense of winding up the Company and for the adjustment of the rights of the contributors themselves.

10. **WINDING UP OR DISSOLUTION**

If upon winding up or dissolution of the Company, there remains after satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid or distributed among the members of the Company but shall be given or transferred to some other organization having objects similar to the objects of the Company whose Charter prohibits it or them from distributing property or income amongst its own members to the extent as is set out in Clause 4 hereof; such organization, whether singular or plural, to be determined by the members of the Company at or before the time of dissolution, or in default thereof by a Judge of the Supreme Court of the Commonwealth of The Bahamas as may have jurisdiction in such a matter.

11. No addition, alteration or amendment shall be made to or in the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by a majority of the voting members of the Company entitled to vote at an annual general meeting at which notice of the same is given or at an extraordinary general meeting specifically called for that purpose and ultimately submitted to and approved by the Minister responsible for Companies in the said Commonwealth of The Bahamas.
12. The ninth and eleventh paragraphs of this Memorandum are conditions upon which a license has been granted to the Company by the Minister responsible for Companies under his hand and seal to the Company in accordance with the provisions of The Companies Act, 1992.

We, the several persons whose names and addresses are subscribed are desirous of being formed into an Association in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS: -

Name
Job description
Street address
City, Country

Name
Job description
Street address
City, Country

Name
Job description
Street address
City, Country

Name
Job description
Street address
City, Country

Name
Job description
Street address
City, Country

Name
Job description
Street address
City, Country

Dated the day of _____, A. D. **2020**.

AS WITNESS our hands this day of _____, A. D. 2020

Witness to the above signatures:

(sig) _____