

St Lucia Lawn Tennis Association



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1. The Association

The St. Lucia Tennis Association (SLTA) is a full member of the International Tennis Federation (ITF) and is the governing body for lawn tennis in the island of St. Lucia.

The Government of St. Lucia recognises the SLTA and has elected to have the association take occupancy of the National Tennis Centre to manage the facility to meet its objectives.

As a result, the SLTA has its home at the National Tennis Complex in Beausejour, Gros Islet from where the game of tennis in St. Lucia is controlled and administered.

The SLTA, in order to achieve its objective of promoting and developing the game of tennis, oversees the following areas of the sport:

Administration and Regulation

The administering and regulation of the game directly with the observance of the ITF Rules of Tennis, including the technical specifications for courts and equipment and the use of certification of their tennis officials such as chair umpires.

Organising national competitions

The SLTA organises and controls the various tennis competitions for all age groups, including the ITF events sponsored by local companies and other bodies among others.

2. Mission Statement



The mission of The St. Lucia Tennis Association is to cultivate and improve the development of tennis in the island nation of St. Lucia by promoting affordable tennis island-wide with emphasis on youth development and health.

3. Form of Association

The St. Lucia Tennis Association Inc. has been incorporated under the laws of St. Lucia and bears registration No. 2011/C081.

The company is a “non-profit company” without a share capital and has its registered office at the National Tennis Centre situated at Beausejour in the Quarter of Gros Islet, St. Lucia, West Indies.

4. Tennis in St. Lucia

Although indications are that tennis was played, there may not have been many tennis courts in St. Lucia during the first half of the 20th century. However, during the 1950's and 1960's, the game of tennis was played mainly at three venues –The Vigie club; The Palm Beach club and The Gardens club. Government House and a few other significant properties had private courts. At this time also, there were a few hotels but none with tennis courts available to the public.

The first Barnard Cup was held in St. Vincent in 1969 and it was after that event in 1970, persons in St. Lucia came together and formed the SLTA.

During the 1970's and 80's, The Cunard La Toc Hotel was extremely generous in opening its doors for locals to access the courts. This resulted in The La Toc Racquet Club becoming the center of tennis for the Eastern Caribbean where all national and international events were held. It is worthy of note that The La Toc Racquet Club was the venue of the first Coca Cola event which as an international event placed St. Lucia on the tennis atlas. Other high profile tournaments to be hosted at this privately owned facility included, *inter alia*, The Barnard Cup, The Hughes Cup, The Brandon Trophy and The OECS Trophy.

Notwithstanding the structural and corporate changes that took place during the 1990's, Club St. Lucia made facilities at their St. Lucia Racquet Club available at a nominal price to members of the public. Such support would not have materialised without the vision of citizens as Theo Gobat, Bill Stewart and tennis icon John "Johnnie" Easter.

The St. Lucia Racquet Club as an outstanding corporate citizen took the mantle of homing tennis on St. Lucia for local, regional and international activities well into the end of the first decade of the twenty-first century.

Over the years, the cost to play tennis in St. Lucia was high as the expense to maintain private properties had to be paid by owners who, in effect, were subsidising the local players.

There were also many patriotic and community persons as Roger Sutherland, Primrose Bledman, Parry Husbands, Brian Crick, Reginald Cherebin, Oliver Sampson, Ornan Monplaisir, John Easter and Stephen McNamara who served as Presidents.

Coco Cola and the DuBoulays, Cable and Wireless through Keats Compton, St Lucia Electricity Services through Bernard Theobalds, Ellery Didier, Heineken, and Trevor Cozier all facilitated significant sponsorships.

5. The nature of the Association's business.

As the governing body for tennis in St. Lucia, the SLTA shall ensure that the structure and management for the development of the game are clearly defined and implemented.

To achieve proper management, its objectives and the developmental goals, the SLTA has segmented its approaches to address the following areas:

1. Training programs
 - a. Coaches
 - b. Game officials
 - c. Maintenance staff
2. Library for sports literature and educational events
 - a. Rules of the game
 - b. Magazines; videos; wall illustrations
 - c. Lectures; talks and discussions
3. Tennis scholarships & Tournaments
4. Sourcing centers of learning and their requirements
5. Develop the game island wide
 - a. Locations and supports
 - b. Itinerant clinics
 - c. Inter-zone competitions
6. Providing employment
 - a. Administration
 - b. Coaching
 - c. Maintenance
7. Sports Tourism
 - a. Hosting International, Regional & Local tournaments
 - b. Supplemental facilities for registered hotels without courts
8. Fundraising
 - a. Membership dues
 - b. Affiliation fees
 - c. Rentals
 - i. Courts
 - ii. Sport shop; Food and Beverage facilities
 - iii. Facilities for approved public events
 - d. Sponsors
 - e. In-house sponsored events [Home and Away venues]
 - f. Government subventions
 - g. Advertising Boards on site

6. The Market and its size.

While primarily, the 238 square miles of and the 170,000 persons in St. Lucia constitute the market catchment for the SLTA, exposure to the game of tennis may not always be easily accessible to a large percentage of the community. Most of the tennis courts in St. Lucia were on hotel property and understandably, had to be restricted for public use. However, it must be said that some hotels accommodated members of the public who paid some type of subscription.

Although the National Tennis Centre is now readily accessible to the public and should result in an increase in the number of persons playing tennis, there must be proper management to administer the facilities and maintain the premises. The SLTA being conscious of its mandate will focus on planning around-the-island programs to heighten interest in the game and so attract a wider spectrum of players in the different St. Lucian communities.

In the rural areas, communities with public hard courts would be the first to be targeted as the new tennis localities. The district councils and the respective bodies, in whom the courts are vested, would be challenged with initiatives to partner the SLTA and develop tennis in their respective communities. The size of community, the age groups, the level of self-financing, community involvement etc would dictate what the status of the local contact structure should be. The machinery to develop, manage, expand and control tennis national wide has to be through the network of active and well run local bodies.

7. The Marketing Plan

The National Tennis Rating Program (NTRP) which was formulated in 1978 is recognised by the SLTA. However, to achieve its objectives of promoting and developing tennis in St. Lucia, the association's programs will work with the community in the broad categories of:

- a. Youth
- b. Junior
- c. Intermediate
- d. Advance
- e. Senior

Initially, the services offered in the designated localities will be:

- a. Sites –social and entertainment
- b. Training of officials
- c. Coaching of players –all categories
- d. Provision of Tennis literature and educational material

Pricing and margin strategy

The SLTA is a non-profit organisation so that the level and scope of its activities will depend directly upon its ability to raise funds and effectively manage its budget. In a developing community as St. Lucia, the sources of finance are limited and the sensitivity of how money is raised and then expended must be very prudently executed to win and retain stakeholders' confidence and attain goals.

The finance committee which shall be chaired by the Association's treasurer shall be the watchdog for pricing all dues to and services provided by the association. To carry out its mandate, the finance committee shall take into account the aims and objectives of the body, its source of financing and the economic climate in the country and how it affects the different clients/groups.

The Board shall have the sole authority to set the pricing based upon the advice of the finance committee.

It is also recognised that the status of the SLTA does not allow it to entertain negative budgeting and that all projected programs should be specifically funded from an identifiable source. This self imposed regulation not only sets a challenge to the association, it should sensitise all stakeholders of the discipline and inter-dependence necessary to meet successfully the Association's targets.

The composition of the Board, the programs planned, the level of professionalism displayed by the Board, execution and achievements are essential factors in setting the profile of the SLTA to receive government subvention, attract sponsorship, win grants and other public and private support.

Pricing will also be further influenced by the Memorandum of Understanding and/or the Management Agreement between the vested owners of the facility (the Government of St. Lucia) and the virtual tenants/caretakers (SLTA), in respect of repairs and maintenance of the complex.

Marketing communication plan

To keep the interest of tennis and the profile of SLTA high, the director on the Board who is charged with the responsibility for public relations PR, shall present to the Board a communication plan outlining how he/she would use the sports media to connect, inform, solicit and unify the stakeholders and all persons in St. Lucia.

Inter alia:

- Upcoming tournaments -Local & Overseas
- Results -Local and foreign tournaments
- Fundraisers; Training sessions; Lecturers
- New and continuing sponsors
- General tennis news –Local and foreign

Invariably, there is no cost for publications of sport in the media (when not provided with a commercial advertisement). However, depending upon the nature of the article and the benefit to the SLTA, due consideration should be made in respect of the price tag for certain news items.

8. The Assets:

A complete and up-to-date inventory of the physical assets shall be maintained at all times and a copy of which shall be securely stored offsite at a location approved by the Board. This record shall be audited at least once per year with fitting comments and recommendations, and be appended to the audited accounts of the Association for the respective year under review.

All inventory items shall be kept in their appropriate sections and ownership categories.

Physical

A. Premises

The Lawn Tennis Facility was built by the Government of The Republic of China on Taiwan and vested in the Government of St. Lucia. By the National Tennis Centre Management Agreement dated 00-October 2010, the Government of St. Lucia entered into an agreement with the St. Lucia Tennis Association Inc. for the management and operation of the National Tennis Centre for a term of five years in the first instance.

B. Equipment

Fixtures, Furniture, Fittings, Electrical, Motorized objects, and other such property initially supplied by the Lessors and remain their property, shall be recorded in the register as part of the leased demise.

Equipment of every type acquired by the SLTA, shall be so categorised in the records.

Security and Insurance

SLTAI shall ensure that there is adequate protection for the facility as set out in the terms of the agreement.

For its own property, the SLTA shall determine the level of coverage to be applied.

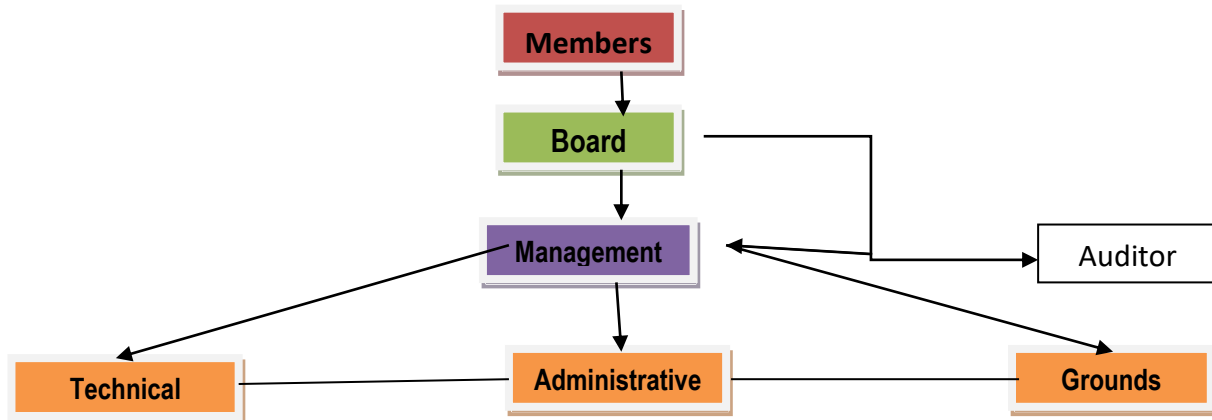
Where the advice to the public disclaiming liability does not cover certain risks while persons are on the property, appropriate public liability indemnity shall be obtained by the SLTA as is normally required in the circumstances.

9. Members

There shall be seven classes of membership namely:

- (a) Ordinary members, being individuals over the age of eighteen years of age.
- (b) Life members, being those members who pay to the Company a sum equivalent to 15 years subscription at the date of payment and include those members who have already paid a sum equivalent thereto and are already Life Members.
- (c) Honorary members, being those individuals who accept election as honorary members upon the invitation of the directors in recognition of their work for the Company or for outstanding contribution in a field related to any undertaking of the Company. An honorary member shall be under no obligation to pay any subscription or make any donation to the funds of the Company but is entitled to receive notices of all meetings of the Company and speak thereat.
- (d) Honorary Life Vice Presidents, being those individuals who are elected as such by the company in annual general meeting, and who
 -
 - (i) have actively participated in the administration of or contributed to Tennis; and
 - (ii) are nominated for membership by not less than 15 members
- (e) Affiliated members, being any association, club, society, non-profit company or companies having a similar purpose.
- (f) Junior members, being individuals under the age of eighteen years and who are ineligible to vote at all meetings of the Company.
- (g) Ex officio members, being those members who are under no obligation to pay any subscription or make any donation to the funds of the Company.

10. The Organisational structure



Basically, the supremacy of the St. Lucia Tennis Association resides in that body of members who are of the age of 18 years and over and are in good standing, financial and otherwise.

At the Annual General Meeting, the Directors of the Board shall be elected for two years by members who, on the day of election and prior to the commencement of the meeting, are qualified to vote.

The Board shall meet on the first Wednesday of each month when it shall receive reports from the sub-committees of the Board. For the time being, the three sub-committees shall be (a) Development, Youth & Coaching, (b) Finance, Events & Premises (incl. Equipment), and (c) Tournaments and Scholarships.

The President or his nominee shall be the liaison with the Government, The National Olympic Committee or such other agency that protocol dictates.

Each member of the Board shall be charged with clearly defined responsibilities to be undertaken during the tenure of his office. Should a member be unable, unwilling or fail to perform his duties satisfactorily and on time, a motion of recall may be made and a replacement selected in accordance with the By-Laws rule 9.8 of the SLTA. For the time being, no position on the Board shall attract remuneration.

The management of the tennis complex shall be done by a paid employee who is matured and with the experience to manage people as well as events successfully.

Inter alia, the individual shall have a good knowledge of the game of tennis and the ability to run tournaments.

The admin assistant shall be a full time employee under the direction of the Manager. This officer is the record keeper and ensures the relevant tasks needed for the daily running of the complex are properly done.

The ground staff shall report to the management via the admin assistant.

The technical staff may be self-employed providers or part-time employees with flexi time schedules –depending upon the demands at the complex.

11. The Board of Directors

The Board of Directors is the governing body of the St. Lucia Tennis Association and the sole administration for tennis in St. Lucia.

Configuration of the Board of Directors:

The composition of the Board shall be of the following Directors:

President

1st Vice President -Protocol

2nd Vice President -Admin

Treasurer

Secretary

Assistant Secretary

Director – Youth & Development

Director – Tournaments & Scholarships

Director – Coaches & Training

Director – Events & Projects

Director – Premises & Equipment

12. The Responsibilities of the Board of Directors:

1. Setting the policy for the organization. This is done by:
 - a. Creating or updating the mission and vision statements.
 - b. Determining the organization's programs and services.
 - c. Approving the strategic plan.
2. Monitoring the organization's operations:
 - a. Hiring and periodically evaluating the organization's management.
 - b. Working with and providing support to the manager.
 - c. Approving the annual budget, annual report, etc.
 - d. Approving major contracts and grants.
 - e. Soliciting and reviewing program evaluations.
 - f. Troubleshooting as necessary.
3. Serving as a public figure for the organization:
 - a. Fundraising, by directly donating to the non-profit and soliciting donations from others.
 - b. Advocating for the organization
4. Fulfilling other board responsibilities:
 - a. Documenting policies and decisions to create an organizational memory.
 - b. Preparing for and attending board meetings.
 - c. Researching and discussing issues before decisions are made.
 - d. Replacing and orienting board members when a vacancy arises.

Duties of each director:

- Take reasonable care when making decisions for the organization (called "duty of care")
- Act in the best interest of the organization (called "duty of loyalty")
- Act in accordance with the organization's mission (called "duty of obedience")
- Stand aside when there is a conflict of interest (called "recusal")

While the board shall not concern itself with the day-to-day management of the organization, it will ensure that the management team is effective in executing the aims and objectives of the organisation. At the same time, where decision-making is concerned the recommendations of the management, staff, and members of the association shall be taken into consideration.

13. The Financials

Income targets

From appendix A, the SLTA intends to position itself to raise an amount of EC\$375K in the first year of its operation out of its newly acquired home at the National Tennis Centre in Beausejour.

Membership: Bearing in mind that the SLTA is the governing body for tennis in St. Lucia and is charged with the prime responsibility of development of the sport, its pricing structure becomes supersensitive against the background where the facility is a contribution to the Government and people of St. Lucia so that the game of tennis could be in reach of all strata of the general public.

In the projections, by design, membership subscription will provide less than \$1 for every \$5 required for running cost. This situation is in recognition of what was said in the two preceding paragraphs.

- a. Lease/rentals: This caption is expected to raise about 10% of the SLTA revenue. In the advertising sub-heading, the association will invite/receive tenders for advertising space at various approved locations from establishments in our community. Under this heading also, some business may underwrite the landscaping and its upkeep of the tennis complex.
 - b. Initially, the food and beverage service will be granted to a concessionaire capable of meeting the demands at the complex. In the early stage of its operation, the SLTA will not find it cost effective to engage staff and relief to run a restaurant and bar. An already established trading concern would have flexibility to append the needs at the facility with no significant cost in overheads. On the other hand, the SLTA F&B operation will be a stand-alone business that will not be able to breakeven until a certain volume could be reached and maintained.
 - c. As a program, supplemental to tennis and in keeping with health, the club house could be rented out to instructor(s) for Aerobics and other exercise classes. The venue could be one with appeal while bringing in much needed revenue.
2. Event Rentals: The club house could be made available to commercial houses for staff functions. The association should have clearly defined guidelines for such activities and their associated cost. The venue seems suitable for games evenings; staff parties; seminars; meetings etc.....

The marketing personnel would offer such facilities when promoting the complex and its numerous services.

3. Sponsors and Government subvention: The size of the market and the limited sources, from which revenue can be derived, especially in the first three years, would require between 65% and 70% of running cost to come from sponsorships and government subvention.

The SLTA shall therefore partner with sponsors to brand specific areas of the operation from which they would receive advertising, publicity, privileges as well as the opportunity to serve the St. Lucian people.

Sponsors and Advertisers will not just throw their money into a pot without knowing for what purpose it is expended. To this end, they shall be afforded the opportunity to:

- a. Sponsor tournaments
 - b. Sponsor school training programs
 - c. Sponsor open public training sessions
 - d. Sponsor tennis education
 - e. Sponsor overseas travel to tournaments (team or qualifying)
 - f. Have courts bear their names &/or products
 - g. Display and otherwise promote their material.
4. Fundraisers: While the SLTA shall lease out the food and beverage section, to maximise income, the association shall manage certain fundraising events. An event as an annual Dinner or Annual tennis awards and dance may too big for hosting at the complex; such planned events shall be part of the annual calendar of events at which funds would be raise.
 - a. The association shall have an annual raffle and capitalise on its membership to sell tickets around the island.
 - b. As mentioned above, the SLTA shall have another big event as an Annual Dinner. The association would determine the scope to have such an event combined with the awards and or a black tie dance.

APPENDIX : A

Source of Income

Name	Numbers	Unit cost	Cost center			PLAYING TIME	
Non-member rentals-Without lights	180	\$ 30	per hour	5,400	Preferred courts	Bookings	7:00 am - 6:30 pm
Non-member rentals -Lights	240	\$ 40	per hour	9,600	Preferred courts	Bookings	6:30 pm - 8:30 pm
Membership-a	60	\$ 120		7,200	Available courts	General & Public program	Daylight 40 min cut ins
Membership-b	40	\$ 250		10,000	Available courts	Private program -Jnrs	Daylight 40 min cut ins
Membership-c	12	\$ 750		9,000	Preferred courts	Private program -Intermed	7:00 am - 8:30 pm
Membership-d	12	\$ 1,200		14,400	Assigned courts	Single -Adults	7:00 am - 8:30 pm [ADULTS]
Membership-e	6	\$ 2,000		12,000	Assigned courts	Family -Mater, Pater& 2kids	7:00 am - 8:30 pm [ADULTS]
			TOTAL	67,600	MEMBERSHIP		
Lease #1	6	\$ 5,000		30,000		Advertising Board	
Lease #2	1	\$ 4,800		4,800		Food & Beverage	
Lease #3	1	\$ 4,800		4,800		Aerobics/exercise classes	
Lease #4				-			
Lease #5				-			
			TOTAL	39,600	LEASE/RENTALS		
Event rental -a	6	\$ 500		3,000		Commercial houses -functions	
Event rental -a				-			
			TOTAL	3,000	EVENT RENTALS		
Sponsorships	1	\$ 20,000		20,000		LUCELEC	Platinum \$25k
	1	\$ 20,000		20,000		DIGICEL	Platinum \$25k
	1	\$ 20,000		20,000		LIME	Platinum \$25k
	1	\$ 20,000		20,000		Brewery	Silver \$15k
	1	\$ 20,000		20,000		COKE	Gold \$20k
	1	\$ 20,000		20,000		DISTILLERY	Silver \$15k
	1	\$ 20,000		20,000		BOSL	Platinum \$25k
	1	\$ 20,000		20,000		FCIB	Gold \$20k
Subvention	3	\$ 20,000		60,000		ST. LUCIA GOVERNMENT	Tournament travel & training
	5	\$ 5,000		25,000		Numerous[CMMB, Lottery, Scotiaetc...]	
			TOTAL	245,000	SPONSORS		
Fund raisers -In-House	1	\$ 7,500		7,500		ANNUAL XMAS RAFFLE	
	1	\$ 10,000		10,000		ANNUAL TENNIS DINNER/AWARDS	
			TOTAL	17,500	FUNDRAISERS		
Sundries				-			
			TOTAL	-	SUNDRIES		
			TOTAL INCOME	372,700			

APPENDIX :

St. Lucia Tennis Association Inc.

Code of conduct

The St. Lucia Tennis Association promulgates this code of conduct in order to maintain fair and reasonable standards of conduct by players, organizers and all persons in whatever capacity of involvement that they may have their respective rights protected and the integrity of the sports of Tennis maintained.

Thus, in order to assist us and to ensure that all persons enjoy their visits to our facilities, we insist that you adhere to this code of conduct.

1. Members, patrons and their guests must treat the facilities, its staff and members with courtesy and respect at all times.
2. Your membership must be current and paid up to date prior to use of the facilities provided by the St. Lucia Tennis Association Inc. Your membership card must be available at all times for inspection by management and /or any member of staff, should they request it.
3. Membership may be terminated by the Management for violation of any rules or regulations of the Association or for conduct deemed by the Management to be detrimental to the welfare, good order, safety or character of the Association or its members.
4. Codes of conduct in specific areas must also be adhered to by members and visitors; these are available to view in the relevant area.
5. When using the tennis courts, children under the age of thirteen must be accompanied by a coach or an adult member aged eighteen years or over.
6. The exercise classes are confined to those aged sixteen and over. All members must complete a screening form before they can join any exercise classes administered by the SLTA.
7. Bags, sportswear and/or gear must not be placed on pool tables; bar counters drinks tables or other such furniture in the club house.
8. Only attire considered appropriate by management would be permitted on the courts. Footwear other than tennis/ shoes, bath trunks, vests etc.... will not be acceptable.
9. Loud and aggressive persons as well as inappropriate language will not be tolerated.
10. The management of the St. Lucia Tennis Association Inc. reserves the right to amend and add to these conditions of membership and rules as it sees fit and the member shall observe any amended or additional conditions or rules so made.

If you have any queries on any of the above please do not hesitate to contact any member of staff who will be pleased to help you. Thank you for using the facilities at the St. Lucia National Tennis Centre.

CODE OF CONDUCT FOR COACHES

Coaches are key to the establishment of ethics in sports. Their concept of ethics and their attitude directly affects the behaviour of players under their supervision. Coaches are, therefore, expected to pay particular care and attention to the moral aspect of their conduct.

Coaches have to be aware that almost all of their everyday decisions and choices of actions, as well as strategic targets, have ethical implications.

It is natural that winning constitutes a basic concern for coaches. This code is not intended to conflict with that. However, the code calls for coaches to disassociate themselves from a 'win-at-all-costs' attitude. Increased responsibility is requested from coaches involved in coaching young people. The health, safety, welfare and moral education of young people is a first priority, before the achievement or the reputation of the , coach or parent. Set out below is Code of Conduct (which, in general, reflects the standards recognised by various Associations of Sports Coaches) which forms the benchmark for all involved in coaching:

1. Coaches must respect the rights, dignity and worth of each and every person and treat each equally within the context of the sport.
2. Coaches must place the well-being and safety of each player above all other considerations, including the development of performance.
3. Coaches must adhere to all guidelines laid down by governing bodies.
4. Coaches must develop an appropriate working relationship with each player based on mutual trust and respect.
5. Coaches must not exert undue influence to obtain personal benefit or reward.
6. Coaches must encourage and guide players to accept responsibility for their own behaviour and performance.
7. Coaches must ensure that the activities they direct or advocate are appropriate for the age, maturity, experience and ability of players.
8. Coaches should, at the outset, clarify with the players (and, where appropriate, parent) exactly what is expected of them and also what they are entitled to expect from their coach.
9. Coaches must co-operate fully with other specialists (e.g. other coaches, officials, sports scientists, doctors, physiotherapists) in the best interests of the player.
10. Coaches must always promote the positive aspects of the sport (e.g. fair play) and never condone violations of the Laws of the Game, behaviour contrary to the spirit of the Laws of the Game or relevant rules and regulations or the use of prohibited substances or techniques.
11. Coaches must consistently display high standards of behaviour and appearance.
12. Coaches must not use or tolerate inappropriate language.

CODE OF CONDUCT FOR PLAYERS

Players are the most important people in the sport. Playing for their enjoyment and to win, is a fundamental part of the game. However, players should not adopt a 'win-at-all-costs' attitude. Fair play and respect for all others in the game is fundamentally important. This Code focuses on players at all levels.

Obligations Towards The Game

A player should:

Make every effort to develop their own sporting abilities, in terms of skill, technique, tactics, stamina and understanding the rules of the game.

1. Set a positive example for others, particularly young players and supporters.
2. Avoid all forms of poor gamesmanship.
3. Always have regard for the best interests of the game, including where publicly expressing an opinion on the game and any particular aspect of it, including others involved in the game.
4. Not use inappropriate language.
5. Make every effort consistent with Fair Play and the Laws of the Game.

Respect For The Laws Of The Game And Competition Rules

A player should:

1. Know and abide by the Laws, rules and spirit of the game, and the competition rules.
2. Accept success and failure, victory and defeat, equally.
3. Resist any temptation to take banned substances or use banned techniques.

Respect Towards Opponents

A player should:

1. Treat opponents with due respect at all times, irrespective of the result of the game.
2. Safeguard the physical fitness of opponents, avoid violence and rough play, and help injured opponents.

Respect Towards The Match Officials [*where assigned*]

A player should:

1. Accept the decision of the Match Official without protest.
2. Avoid words or actions which may mislead a Match Official.
3. Show due respect towards Match Officials.
4. Avoid using any foul, abusive or offensive language towards match officials.

Obligations Towards The Supporters

A player should:

1. Show due respect to the interests of spectators, from both your own team and the opposition, particularly young spectators.

PLAYER ON-SITE OFFENCES

for Tournaments

A. GENERAL

Every player shall, during all matches and at all times while within the precincts of the site of a Tournament, conduct himself/herself in a professional manner. The provisions hereinafter set forth shall apply to each player's conduct while within the precincts of each such site.

B. PUNCTUALITY

Matches shall follow each other without delay in accordance with the announced order of play. The order of play shall be posted at a highly visible place in a general player's area as designated by the Tournament Supervisor.

Matches shall be called in accordance with the order of play using all available and reasonable means. Players shall be ready to play when their matches are called.

- a. Any player not ready to play within ten (10) minutes after his match is called may be fined \$50.
- b. Any player not ready to play within fifteen (15) minutes after his match is called may be fined up to an additional \$200 and shall be defaulted unless the Tournament Supervisor in his sole discretion, after consideration of all relevant circumstances, elects not to declare a default.

C. DRESS AND EQUIPMENT

Every player shall dress and present himself/herself for play in a professional manner. Clean and customarily acceptable tennis attire shall be worn. Any player who violates this Section may be ordered by the Chair Umpire or Tournament Supervisor to change his/her attire or equipment immediately. Failure of a player to comply with such order may result in an immediate default. (The ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Regulations)

Unacceptable Attire

Sweatshirts, gym shorts, dress shirts, T-shirts or any other inappropriate attire shall not be worn during a match (including the warm-up).

Shoes

Players are required to wear tennis shoes generally accepted as proper tennis attire. Shoes shall not cause damage to the court other than what is expected during the normal course of a match or practice. Damage to a court may be considered as physical or visible, which may include a shoe that leaves mark beyond what is considered acceptable. The Tournament Supervisor has the authority to determine that a shoe does not meet these criteria and may order the player to change.

c. Grass Court Shoes

At grass court tournaments no grass court shoes other than those with rubber soles, without heels, ribs, studs or coverings, shall be worn by players. Shoes with pimples or studs around the outside of the toes shall not be permitted. The foxing around the toes must be smooth.

The Tournament Supervisor has the authority to determine that a tennis shoes sole does not conform to such customs and standards and can prohibit its use at grass court tournaments.

d. Clay Court Shoes

Players are required to wear tennis shoes generally accepted for play on clay courts or granular surfaces. The Tournament Supervisor has the authority to determine that a tennis shoe's sole does not conform to such customs and standards and can prohibit its use at clay court tournaments. Grass court shoes shall not be worn during a match on clay courts.

CODE OF CONDUCT FOR PARENTS/SPECTATORS

Parents/Spectators have a great influence on children's enjoyment and success in sports. All children play tennis because they first and foremost love the game – it's fun. It is important to remember that however good a child becomes at tennis within your association it is important to reinforce the message to parents/spectators that positive encouragement will contribute to:

- Children enjoying the sport
- A sense of personal achievement.
- An improved self-esteem.
- Improving the child's skills and techniques.

A parent's/spectator's expectations and attitudes have a significant bearing on a child's attitude towards:

- Other players.
- Officials.
- Managers.
- Spectators.

Ensure that parents/spectators within your association are always positive and encouraging towards all of the children not just their own. Encourage parents/spectators to:

- Applaud the opposition as well as your own team.
- Avoid coaching the child during the game.
- Not to shout and scream.
- Respect the referee's decision.
- Give attention to each of the children involved in the sport not just the most talented.
- Give encouragement to everyone to participate in sport.

Ensure that other parents/spectators within the association agree and adhere to the association's Code of Conduct.

DRAFT FOR DISCUSSION PURPOSES ONLY

13/10/09

**THE COMPANIES ACT, CAP 13.01
OF THE REVISED LAWS, 2001**

BY-LAW NO. 1

OF

ST. LUCIA TENNIS ASSOCIATION INC.

Company No.

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PART 1

INTERPRETATION

1.1 In the by-law and all other by-laws of the Company, unless the context otherwise requires:

- (a) “Act” means the Companies Act Cap 13.01 of the Revised Laws, 2001 as from time to time amended and every statute substituted therefor and, in the case of such substitution, any references in the by-laws of the Company to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute of statutes;
- (b) “Regulations” means any Regulations made under the Act, and every regulation substituted therefor and, in the case of such substitution, any references in the by-laws of the Company to provisions of the Regulations shall be read as references to the substituted provisions therefor in the new regulations;
- (c) “By-laws” means any by-law of the Company from time to time in force;
- (d) All terms contained in the by-laws and defined in the act or the Regulations shall have the meanings given to such terms in the Act or the Regulations; and
- (e) The singular includes the plural and the plural includes the singular; the masculine gender includes the feminine and neuter genders; the word “person” includes bodies corporate, companies, partnerships, syndicates, trusts and any association of persons; and the word “individual” means a natural person.

PART 2

REGISTERED OFFICE

- 2.1 The registered office of the Company shall be in St. Lucia at such address as the directors may fix from time to time by resolution.

PART 3

SEAL

- 3.1 The common seal, an impression of which appears in the margin hereof, shall be the common seal of the Company.

PART 4

MEMBERS

- 4.1 There shall be seven classes of membership namely:
- (a) Ordinary members, being individuals over the age of eighteen years of age.
 - (b) Life members, being those members who pay to the Company a sum equivalent to 15 years subscription at the date of payment and include those members who have already paid a sum equivalent thereto and are already Life Members.
 - (c) Honorary members, being those individuals who accept election as honorary members upon the invitation of the directors in recognition of their work for the Company or for outstanding contribution in a field related to any undertaking of the Company. An honorary member shall be under no obligation to pay any subscription or make any donation to the funds of the Company but is entitled to receive notices of all meetings of the Company and speak thereat.
 - (d) Honorary Life Vice Presidents, being those individuals who are elected as such by the company in annual general meeting, and who -

- (i) have actively participated in the administration of or contributed to Tennis; and
 - (ii) are nominated for membership by not less than 15 members
 - (e) Affiliated members, being any association, club, society, non-profit company or companies having a similar purpose.
 - (f) Junior members, being individuals under the age of eighteen years and who are ineligible to vote at all meetings of the Company.
 - (g) Ex officio members, being those members who are under no obligation to pay any subscription or make any donation to the funds of the Company.
- 4.2 Application for membership shall be made to the Secretary of the Company upon such form as the directors shall from time to time prescribe and shall be supported by such evidence as may be required.
- 4.3 Candidates for all classes of membership shall be elected by the directors.
- 4.4 A person who holds the office of Executive Officer shall be an ex officio member of the Company.
- 4.5 The interest of a member in the Company is not transferable and lapses and ceases to exist upon his death or when he ceases to be a member by resignation or otherwise in accordance with the by-laws of the Company.

PART 5

ENTRANCE FEE

- 5.1 The entrance fee for all classes of membership shall be such sum as the directors may from time to time determine.

PART 6

ANNUAL SUBSCRIPTION

- 6.1 The annual subscription for all classes of membership shall be determined from time to time by the directors.
- 6.2 All annual subscriptions (except for the first subscriptions of a new member) shall be payable on the first day of January in each year.

PART 7

CESSATION OF MEMBERSHIP

- 7.1 Any member may withdraw from membership by giving fourteen days notice to the directors in writing to that effect and thereupon he shall cease to be a member, and provided such notice is given before the 31st day of July in any year he shall not be liable to pay his subscription for that year.
- 7.2 If any member who is liable to pay an annual subscription shall fail to pay the same within six months after the same shall become due, the directors may order his name to be struck off the list of members whereupon he shall cease to be a member of the Company.
- 7.3 If any member refuses or neglects to comply with the provisions of the by-laws or conducts himself in a way which in the opinion of the directors is or may be injurious to the Company, the member, if when called upon to resign does not do so within twenty-eight days of the receipt of such notice when (provided he is first given an opportunity of being heard by the directors) he may forthwith be expelled by the directors after a resolution for this purpose has been passed by a majority of not less than two-thirds of the members present and voting at a specially convened meeting of the members.

- 7.4 An individual to whom **paragraph 7.3** of this by-law has been applied shall not thereafter be entitled to membership of the Company.
- 7.5 Subject to **paragraph 7.1** of this by-law, a member resigning or expelled under **paragraph 7.3** or whose name is struck off pursuant to **paragraph 7.2** of this by-law shall nevertheless remain liable for all monies then due from him to the Company.
- 7.6 An ex officio member, unless he was a member in his own right at the time he became an ex officio member, shall cease to be a member when he ceases to hold the office by virtue of which he became an ex officio member.

PART 8

OFFICERS

- 8.1 The officers of the Company shall consist of the existing President, two Vice-Presidents, a Secretary and Assistant Secretary, a Treasurer and not more than 5 other officers who shall be ordinary members of the Company and shall be elected at the Annual General meeting in each year.
- 8.2 In the case of casual vacancy in any of the offices, the directors shall appoint any ordinary member to fill such casual vacancy until the next annual general meeting.
- 8.3 In the case of the absence or inability to act of the President, one of the Vice-Presidents or any other officer of the Company or for any other reason that the directors may deem sufficient, the directors may delegate all or any of the powers of the President to any other officer or to any director for the time being, provided that a majority of the board of directors concurs therein.
- 8.4 Any of the Vice –Presidents shall be vested with all the powers and shall perform all the duties of the President in the absence or disability or refusal to

act of the President. Any of the Vice-Presidents shall have such powers and duties as may from time to time be assigned to him by the directors.

- 8.5 The President shall, if present, preside at all meetings of the directors and members; he shall sign all instruments which require his signature and shall perform all duties incident to his office and shall have such other powers and duties as may from time to time be assigned to him by the directors.
- 8.6 The Secretary shall, when present, act as Secretary of all meetings, shall have charge of the minute books of the Company and all the documents and registers referred to in Section 177 of the Act and shall perform such other duties as the directors require of him.
- 8.7 The Treasurer shall have the care and custody of all the funds and securities of the Company and shall deposit the same in the name of the Company in such Bank or Banks of which such depository or depositories as the directors may direct and shall perform such other duties as the directors require of him. He may be required to give such bond for the faithful performance of his duties as the directors in their uncontrolled discretion may require and no director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Company to receive any indemnity thereby provided.

PART 9

DIRECTORS

- 9.1 The directors of the Company shall be:-
- (a) The officers, ex officio;
 - (b) Such number of other ordinary members of the Company as will complete the number of directors fixed in the Articles of Continuance of the Company who may be elected at the Annual General Meeting of

the Company in each year who shall retire annually and shall be eligible for re-election; and

(c) Supernumerary members appointed by the directors pursuant to [paragraph 9.4](#) hereof.

9.2 Candidates for election as a director shall be proposed and seconded by members entitled to vote at general meetings of the Company.

9.3 If a casual vacancy occurs, other than in any of the offices, the directors may appoint an ordinary member of the Company to fill the vacancy.

9.4 The directors may appoint any member of the Company to be supernumerary director for any period, not exceeding its term of office, in its absolute discretion. Such member shall not be entitled to vote at meetings of the directors.

9.5 The affairs of the Company shall be managed by the directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by the by-laws or any special resolution of the Company or the Act expressly directed or required to be done by the Company at a general meeting of the Company.

9.6 A director shall be an ordinary member of the Company.

9.7 Unless sooner determined, a director's term of office shall, subject to the provisions, if any, of the Articles of Continuance of the Company, be from the date of the meeting at which he is elected or appointed until the conclusion of the annual general meeting next following or until his successor is elected or appointed.

9.8 The members of the Company may, by ordinary resolution at a special meeting, remove any director from office.

9.9 A vacancy created by the removal of a director may be filled at the meeting at which the director is removed from office.

- 9.10 If the vacancy is not filled under paragraph 9.9 it may be filled by the directors.
- 9.11 A director elected or appointed pursuant to paragraph 9.9 or 9.10 holds office for the unexpired term of his predecessor.
- 9.12 The directors shall serve without remuneration and no director shall directly or indirectly receive any profit from his position as such; provided that a director may be paid or reimbursed for reasonable expenses incurred by him in the performance of his duties.
- 9.13 The office of a director of the Company shall be vacated –
- (a) if by notice in writing he resigns his office;
 - (b) if he ceases to be a member of the Company;
 - (c) if he does not attend three consecutive meetings of the directors, unless the directors otherwise determine;
 - (d) if he is removed from office in accordance with paragraph 9.8;
 - (e) if he becomes bankrupt or suspends payment or compounds with his creditors or makes an authorized assignment or is declared insolvent;
 - (f) if he is found to be a lunatic or becomes of unsound mind;
 - (g) if he is convicted of any criminal offence involving fraud or dishonesty.

PART 10

MEETINGS OF DIRECTORS

- 10.1 Meetings of the directors and of any committee of the directors may be held within or outside of St. Lucia.
- 10.2 A meeting of directors may be convened by the President, any of the Vice-Presidents, or any two directors at any time and the Secretary by direction of such officer or any two directors shall convene a meeting of directors.
- 10.3 Subject to subsection 79 (1) of the Act the notice of any such meeting need not specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be served in the manner specified in paragraph 16.1 hereof not less than two days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place. A director may in any manner waive notice of a meeting of the directors and attendance of a director at a meeting of directors shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is now lawfully called.
- 10.4 It shall not be necessary to give notice of a meeting of the directors to a newly elected or appointed director for a meeting held immediately following the election of directors by the members of the appointment to fill a vacancy among the directors.
- 10.5 Meetings of the directors may be held at any time without formal notice if all the directors are present or those absent waive notice to signify their consent in writing to the meeting being held in their absence. Notice of any meeting or any irregularity in any meeting or the notice thereof may be waived by any director.
- 10.6 Five directors shall form a quorum for the transaction of business and, notwithstanding any vacancy among the directors, a quorum may exercise all the powers of the directors. No business shall be transacted at a meeting of directors unless a quorum is present.
- 10.7 A director may, if all the directors consent, participate in a meeting of directors or any committee of directors by means of such telephone or other communications facilities as permit all persons participating in the meeting to

hear each other and a director participating in such a meeting by such means is deemed to be present at that meeting.

- 10.8 Questions arising at any meeting of the directors shall be decided by a majority of votes. In case of any equality of votes the chairman of the meeting shall have a second or casting vote.
- 10.9 Notwithstanding any of the foregoing provisions of this by-law a resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the directors or any committee of the directors is as valid as if it had been passed at a meeting of the directors or any committee of the directors.

PART 11

EXECUTIVE OFFICER

- 11.1 The directors may from time to time appoint an Executive Officer and may delegate to him full authority to manage and direct the business and affairs of the Company (except such matters and duties as by law must be transacted or performed by the directors or by the members in general meeting) and to employ and discharge agents and employees of the Company or may delegate to him any lesser power. He shall conform to all lawful orders given to him by the directors of the Company. He shall at all reasonable times give to the directors or any of them all information they may require regarding the affairs of the Company.

PART 12

FOR THE PROTECTION OF DIRECTORS AND OFFICERS

- 12.1 No director or officer of the Company shall be liable to the Company for:
- (a) the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity;
 - (b) any loss, damage or expense incurred by the Company through the insufficiency or deficiency of title to any property acquired by the Company for or on behalf of the Company;
 - (c) the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Company shall be placed out or invested;

- (d) any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any monies, securities or effects shall be lodged or deposited;
- (e) any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies securities or other assets belonging to the Company;
- (f) any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto;

Unless the same happens by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the Company and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

- 12.2 Nothing herein contained shall relieve a director or officer from the duty to act in accordance with the Act or regulations made thereunder or relieve him from liability for a breach thereof.
- 12.3 The directors for the time being of the Company shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Company, except such as are submitted to and authorized or approved by the directors.
- 12.4 If any director or officer of the Company is employed by or performs services for the Company otherwise than as a director or officer or is a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Company, the fact of his being a shareholder, director or officer of the Company shall not disentitle such director or officer of such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

PART 13

MEETINGS OF MEMBERS

- 13.1 Subject to the provisions of section 107 of the Act, the annual meeting of the members shall be held on or before the 30th day of April in each year and at such time as the directors may, by resolution, determine at any place within St. Lucia.
- 13.2 Special meetings of the members may be convened by order of the President, any of the Vice-Presidents or by the directors at any date and time and at any place within St. Lucia.
- 13.3 The directors shall, on the requisition in writing of ten (10) members entitled to attend and vote at the meeting requisitioned, forthwith convene a meeting of members, and in the case of such requisition the following provisions shall have effect:-

- (a) the requisition must state the purposes of the meeting and must be signed by the requisitionists and deposited at the Registered Office of the Company, and may consist of several documents in like form each signed by one or more of the requisitionists.
 - (b) if the directors do not, within fourteen days from the date of the requisition being so deposited, proceed to convene a meeting, the requisitionists or any of them may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.
 - (c) Unless subsection (3) of section 131 of the Act applies, the directors shall be deemed not to have duly convened the meeting if they do not give such notice as is required by the Act within fourteen days from the deposit of the requisition.
 - (d) Any meeting convened under this paragraph by the requisitionists shall be called as nearly as possible in the manner in which meetings are to be called pursuant to the by-laws and Divisions E and F of Part 1 of the Act.
- 13.4 A printed, written or typewritten notice stating the day, hour and place of the meeting shall be given by serving each notice on each member entitled to vote at such meeting, on each director and on the auditor of the Company in the manner specified in paragraph 18.1 hereof, not less than twenty-one days or more than fifty days (in each case exclusive of the day for which the notice is delivered or sent and of the day for which notice is given) before the date of the meeting. Notice of a meeting at which special business is to be transacted shall state (a) the nature of that business in sufficient detail to permit the member to form a reasoned judgment thereon, and (b) the text of any special resolutions to be submitted to the meeting.
- 13.5 A member and any person entitled to attend a meeting of members may in any manner waive notice of a meeting of members and attendance of any such person at a meeting of members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
- 13.6 The accidental omission to give notice of any meeting or any irregularity in the notice or the non-receipt of any notice by any member, director or the auditor of the Company shall not invalidate any resolution passed or any proceedings taken at any meeting of the members.
- 13.7 Every question submitted to any meeting of members shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a ballot and in the case of an equality of votes whether on a show of hands or on a ballot the chairman of the meeting shall have a casting vote in addition to any votes to which he may be otherwise entitled.
- 13.8 At every meeting at which he is entitled to vote, every member or individual authorized to represent a member who is present in person shall have one vote on a show of hands. Upon a ballot at which he is entitled to vote, every member, or

individual authorized to represent a member shall, subject to the Articles, have one vote.

- 13.9 At any meeting unless a ballot is demanded, a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.
- 13.10 When the president and any of the Vice-Presidents are absent, the persons who are present and entitled to vote shall choose another director as chairman of the meeting; but if no director is present or all the directors present decline to take the chair, the persons who are present and entitled to vote shall choose one of their number to be chairman.
- 13.11 A ballot, either before or after any vote by show of hands, may be demanded by any person entitled to a vote at the meeting. If at any meeting a ballot is demanded on the election of a chairman or on the question of adjournment it shall be taken forth without adjournment. If at any meeting a ballot is demanded on any other question or as to the election of directors, the vote shall be taken by ballot in such a manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.
- 13.12 Votes at meetings of members may be given either personally or in the case of a member who is a body corporate or association, by an individual authorized by a resolution of the directors or governing body of that body corporate or association to represent it at meetings of members of the Company.
- 13.13 The chairman of the meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the members unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case notice of the adjourned meeting shall be given as for an original meeting. Any business that might have been brought before or dealt with at the original meeting in accordance with the notice calling the same may be brought before or dealt with at any adjourned meeting for which no notice is required.
- 13.14 Subject to the Act, a quorum for the transaction of business at any meeting of the members shall be fifteen (15) persons being ordinary members, life members or representatives of affiliated members. If a quorum is present at the opening of any meeting of the members, the members present or represented may proceed with the business of the meeting notwithstanding a quorum is not present throughout the meeting. If a quorum is not present within 30 minutes of the time fixed for the meeting of members, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business.
- 13.15 Notwithstanding any of the foregoing provisions of this by-law a resolution in writing signed by all the members entitled to vote on that resolution at a meeting of the members is, subject to section 130 of the Act, as valid as if it had been passed at a meeting of the members.

PART 14

COMMITTEES

- 14.1 The directors may from time to time as deemed necessary appoint committees consisting of such number of directors or members as may be deemed desirable and may prescribe their duties.
- 14.2 Any committee so appointed may meet for the transaction of business, adjourn and otherwise regulate its meetings as it thinks fit. Unless otherwise determined by the directors, two members of a committee shall be a quorum. Questions arising at any meeting of a committee shall be decided by a majority of votes and in case of an equality of votes the chairman of the meeting shall have a second or casting vote.

PART 15

VOTING IN OTHER COMPANIES

- 15.1 All shares or debentures carrying voting rights in any other body corporate that are held from time to time by the Company may be voted at any and all meeting of shareholders, debenture holders (as the case may be) of such other body corporate and in such matter and by such person or persons as the Directors of the Company shall from time to time determine. The officers of the Company may for and on behalf of the Company from time to time:-
- (a) execute and deliver proxies; and
 - (b) arrange for the issuance of voting certificates or other evidence of the right to vote

in such names as they may determine without the necessity of a resolution or other action by the Directors.

PART 16

NOTICES

- 16.1 Any notice or other document required by the Act, the Regulations, the Articles or the by-laws to be sent to any shareholder, debenture holder, director or auditor may be delivered personally or sent by prepaid mail or cable or telex or telecopies to any such person at his latest address as shown in the records of the Company or its transfer agent and to any such director at his latest address as shown in the records of the Company or in the latest notice filed under section 66??? or 74??? of the Act, and to the auditor at his business address.
- 16.2 Notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.
- 16.3 If a notice or document is sent to a member by prepaid mail in accordance with this paragraph and the notice or document is returned on three consecutive occasions because the member or debenture holder cannot be found, it shall not be necessary to send any further notices or documents to the member until he informs the Company in writing of his new address.
- 16.4 The signature of any director or officer of the Company to any notice or document to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.
- 16.5 Where a notice extending over a number of days or other period is required under any provisions of the articles or the by-laws the day of sending the notice shall, unless it is otherwise provided, be counted in such number of days or other period.
- 16.6 Where a notice required under paragraph 16.1 hereof is delivered personally to the person to whom it is addressed or delivered to his address in paragraph

16.1 hereof, service shall be deemed to be at the time of delivery of such notice.

- 16.7 Where such notice is sent by post, service of the notice shall be deemed to be effected forty-eight hours after posting if the notice was properly addressed and posted by pre-paid mail.
- 16.8 Where the notice is sent by cable or telex or telecopier, service is deemed to be effected on the date on which the notice is so sent.
- 16.9 A notice of all general meetings shall be published in one section of the press (print media) at least fourteen (14) days before the date of all such meetings and shall be deemed to be notice to all members.

PART 17

CHEQUES, DRAFTS AND NOTES

- 17.1 All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officers or persons and in such manner as the directors may from time to time designate by resolution.

PART 18

EXECUTION OF INSTRUMENTS

- 18.1 Contracts, documents or instruments in writing requiring the signature of the Company may be signed by:

- (a) any two officers, or
- (b) any two directors, or
- (c) any one officer together with any one director,

and all contracts, documents and instruments in writing so signed shall be binding upon the Company without any further authorization or formality. The directors shall have power from time to time by resolution to appoint any person on behalf of the Company either to sign certificates for shares in the Company and contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

18.2 The common seal of the Company may be affixed to contracts, documents and instruments in writing signed by any officers, directors or persons as specified in paragraph 18.3 hereof.

18.3 Subject to Section 136 of the Act-

- (a) any two officers, or
- (b) any two directors, or
- (c) any one officer together with any one director,

shall have authority to sign and execute (under the seal of the Company or otherwise) all the instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, stocks, bonds, debentures, rights warrants or other securities.

PART 19

SIGNATURES

- 19.1 The signatures of any officer or any director of the Company or of any person, appointed pursuant to paragraph 18.1 hereof by resolution of the directors may, if specifically authorized by resolution of the directors, be printed, engraved, lithographed or otherwise mechanically reproduced upon any contract, document or instrument in writing, bond, debenture or other security of the Company executed or issues by or on behalf of the Company. Any document or instrument in writing on which the signature of any such officer, director or person is so reproduced shall be deemed to have been manually signed by such officer, director or person whose signature is so reproduced has ceased to hold office or appointment at the date on which such document or instrument in writing is delivered or issued.

PART 20

FINANCIAL YEAR

- 20.1 The directors may from time to time by resolution establish the financial year of the Company.

ENACTED by Council on
on _____, 2009.

2009, and confirmed by Members

Secretary

President

NATIONAL TENNIS CENTRE MANAGEMENT AGREEMENT

This Agreement is made by and between *The Ministry of Social Transformation Youth and Sports, for and on behalf of the Government of Saint Lucia (hereinafter referred to as MOSTYS)* and *St. Lucia Tennis Association Inc, (hereinafter referred to as SLTAI)* on this **1 day of November 2010** (the “Effective Date”).

WHEREAS, SLTAI is a not for profit organization created to administer and promote the sporting discipline of tennis in St. Lucia; and

WHEREAS, the SLTAI is a member of the International Tennis Federation (ITF) and is recognized by the Government of Saint Lucia (GOSL) as the sole governing body for the sporting discipline of tennis in Saint Lucia; and

WHEREAS, the MOSTYS is the primary agent and representative of the GOSL, with the responsibility for the strategic development of sports; and the owner/custodian of sporting grounds and facilities island wide.

WHEREAS, MOSTYS and SLTAI desire to enter into an agreement for the management and operation of the National Tennis Centre located at Beausejour, Gros Islet hereafter referred to as the “Facility”.

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows:

The MOSTYS hereby contracts with SLTAI, and SLTAI accepts the management agreement as an independent contractor to manage and operate the Facility and all tennis related activities therein.

SLTAI assumes full responsibility for:

- the general maintenance of the Facility;
- all employment and labour relations matters;
- the management and compensation of the staff in compliance with all relevant and existing employment related national laws, norms and practices;

- the development and administration of the tennis programs and the Facility, including but not limited to tennis lessons, court rentals, tournaments, clinics, camps, pro-shop operations food and beverage services and tennis equipment repairs, subject to the overall policy direction and approval of MOSTYS.

TERM

1. Unless otherwise terminated, the term of this Agreement is for a period of five (5) years in the first instance; commencing on the Effective Date and ending at midnight on the fifth (5th) anniversary thereof.
2. The SLTAI shall have the option to renew this Agreement for a further term of five (5) years which option shall be exercisable by SLTAI giving written notice thereof to MOSTYS at least six (6) months prior to the end of the term hereby granted.

OBLIGATIONS OF THE SLTAI:

SLTAI shall:

1. Manage the Facility in an efficient and effective manner;
2. Receive all court fees and all other income generated at the Facility;
3. Maximize the public and private use of the Facility;
4. Endeavour to collect sufficient revenue for the sustainable use and maintenance of the facility;
5. Establish a policy for public use of the facility in consultation with the MOSTYS and articulate this to the public;
6. Provide technical assistance to the MOSTYS for the implementation of the “Grassroots Tennis Program”;
7. Be responsible for all rental fees, billing, and all other arrangements associated with private and public use of the Facility;
8. Provide tennis professional services to be paid from revenue generated;
9. Develop instructional and developmental programmes in consultation with the MOSTYS and Ministry of Education for the primary and secondary schools and the youth;
10. Develop and implement coaching programs to improve the number and proficiency of tennis coaches on the island;
11. Maintain the Facility and be responsible for the provision of janitorial supplies, telephone service, payment of utilities; and any additional tennis related equipment and repairs to such equipment;
12. Recruit and employ attendants as needed to assist with the provision of tennis professional services; and the management of the courts and other associated infrastructure and equipment;
13. Establish rules and regulations designed to prevent structural damage to the courts as a result of improper use;
14. Submit plans and specifications to MOSTYS and obtain written permission prior to making any improvements to, or engaging in construction activity at the Facility;

15. Ensure that all major works receive the approval of the Development Control Authority before commencement;
16. Agree that all works become the exclusive property of MOSTYS/GOSL and shall not be subject to any lien, mortgage or financial encumbrance;
17. Turn over to MOSTYS/GOSL all equipment provided on signature of the agreement upon termination of this agreement. Equipment shall not be removed from the Facility except with the expressed permission of MOSTYS. Equipment purchased by SLTAI shall remain the property of SLTAI;
18. Reserve the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to the interests of the MOSTYS and/or the SLTAI;
19. Not discriminate against any person or persons on the basis of race, creed, age, association, religion, gender, disability or nationality;
20. Insure the administrative building and its contents.
21. Insure the Facility against personal injury and loss of goods; and otherwise institute a policy which indemnifies the SLTAI and MOSTYS from such injury or loss.

OBLIGATIONS OF THE MOSTYS:

MOSTYS shall:

1. Engage in consultation with the SLTAI and Ministry of Education in the development of instructional and developmental tennis programs for primary and secondary schools and youth;
2. Develop (within one month of the signing of this agreement) an appropriate policy for public use of the Facility in consultation of the SLTAI;
3. Utilize its various communication channels and networks to inform the public of the programs and other activities related to the use of the Facility;
4. Coordinate the "Grassroots Tennis Program" in collaboration with the SLTAI;
5. *(Where possible and necessary)* support the SLTAI in the development and implementation of its own programs and activities;
6. Implement any improvements or repairs to the Facility that have been agreed jointly with the SLTAI;
7. Provide financial assistance in the form of an annual subvention to facilitate the operation of the Facility; subject to the submission of audited financial statements.

SPONSORSHIP AND ADVERTISING

SLTAI may generate advertising and sponsorship revenue through the sale of advertising space and sponsorship opportunities to interested third parties. The advertising space shall not be sold for the purpose of marketing alcoholic beverages, adult oriented merchandise or tobacco products; and sponsorship must not negatively impact the image of the National Tennis Centre as a public facility utilized by all age groups.

OPERATING HOURS

The specific operating dates and hours of operation of the National Tennis Centre shall be recommended by SLTAI and approved by MOSTYS. The policy objective is to allow maximum usage of the Facility. SLTAI agrees to abide by such established hours of operation and shall ensure that the services and employees will be available to patrons of the National Tennis Centre during all the operating hours.

DEFAULT OF CONDITIONS

If SLTAI defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from MOSTYS, SLTAI fails to alleviate such default within thirty (30) days after receipt of such notice (or fails to alleviate with due diligence if the default is of such nature as to require more than 30 days), then MOSTYS may, at its option (but shall not be required to do so), perform the same for the account of SLTAI and any amount paid by MOSTYS in the performance thereof shall be refunded to the MOSTYS.

Additionally, if SLTAI defaults in performance of this Agreement, and after written notice from MOSTYS, SLTAI fails to alleviate such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence) if the default is of such nature as to require more than 30 days, then MOSTYS may terminate this Agreement.

If the FACILITY is abandoned by SLTAI, the MOSTYS may terminate this Agreement. "Abandonment" shall mean no communication with MOSTYS and no organized play taking place on allocated court(s) for 30 days.

DEFAULT OF THE MOSTYS

If the MOSTYS defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from SLTAI, MOSTYS fails to alleviate such default within thirty (30) days after receipt of such notice (or fails to alleviate with due diligence if the default is of such nature as to require more than 30 days), then SLTAI may, at its option (but shall not be required to do so), perform the same for the account of MOSTYS and any amount paid or expenses incurred by SLTAI in the performance thereof shall be payable by MOSTYS to SLTAI.

Additionally, if MOSTYS defaults in performance of this Agreement, and after written notice from SLTAI, MOSTYS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence) if the default is of such nature as to require more than 30 days, then SLTAI may terminate this Agreement.

ASSIGNABILITY AND EXCLUSIVITY:

This Agreement is a privilege for the benefit of SLTAI and may not be assigned in whole or in part by SLTAI to any other person or entity. Both parties understand that the use of the Facility is non-exclusive; however,

- *The SLTAI may sub-contract with a tennis professional and other instructors;*
- *No other professional tennis instructors may use the facilities to generate income without permission from the SLTAI;*
- MOSTYS reserves the right to transfer to another party, its authority with regards to this contract

MISCELLANEOUS PROVISIONS:

No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.

This Agreement shall be construed under and in accordance with the laws of Saint Lucia. Nothing in this Agreement shall be construed to make the MOSTYS or its respective agents or representatives liable in situations where it is otherwise immune from liability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

ST LUCIA TENNIS ASSOCIATION INCORPORATED

By: _____

Name: _____

Title: _____

Stamp or Seal:

MINISTRY OF SOCIAL TRANSFORMATION YOUTH AND SPORTS

By: _____

Name: _____

Title: _____

Stamp or Seal:

WITNESSED

By: _____

Name: _____

Title: _____