



CONSTITUTION

- **Memorandum of the Association**
- **Articles of the Association**

**Edition 6 – As Amended and Adopted on
26 July 2008**

**CERTIFICATE OF INCORPORATION OF A COMPANY
NOT HAVING A SHARE CAPITAL**

REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973, AS AMENDED ("Act")

(Section 64)

Registration No. of Company

2000/018796/081

**CERTIFICATE OF INCORPORATION OF A COMPANY
NOT HAVING A SHARE CAPITAL**

This is to certify that

**SOUTH AFRICAN TENNIS ASSOCIATION
(ASSOCIATION INCORPORATED UNDER SECTION 21)**

was today incorporated under the Companies Act, 61 of 1973, and that the Company is a Company limited by guarantee and is incorporated under section 21.

Signed and sealed at Pretoria on this 10 day of August 2000

Registrar of Companies

This certificate is not valid unless it bears the Seal of the Companies Registration Office

COMPANIES ACT, 1973, AS AMENDED

MEMORANDUM OF ASSOCIATION OF A COMPANY
NOT HAVING A SHARE CAPITAL

(Section 54(1); regulation 17(3))

Registration No. of Company

2000/018796/08

THE FINANCIAL YEAR END OF THE COMPANY IS MARCH

1 **NAME**

1.1 The name of the Company is **SOUTH AFRICAN TENNIS ASSOCIATION
(ASSOCIATION INCORPORATED UNDER SECTION 21).**

1.2 The name of the Company in the other official language of the Republic is

None

1.3 The shortened form of the name of the Company is **SATA.**

2 **PURPOSE DESCRIBING THE MAIN BUSINESS**

The main business, which the Company is to carry on, is -

"To manage, promote, control and regulate the interests of the people and tennis players and the game of tennis within the Republic of South Africa and to raise funds for and on behalf of tennis players and the game of tennis within the Republic of South Africa."

3 **MAIN OBJECT**

The main object of the Company is -

"To manage, promote, control and regulate the interests of tennis players and the game of tennis within the Republic of South Africa and to raise funds for and on behalf of tennis players and the game of tennis within the Republic of South Africa."

4 **ANCILLARY OBJECTS**

- 4.1 The specific ancillary objects, if any, referred to in section 33(1) of the Act, which are excluded from the unlimited ancillary objects of the Company, are such ancillary objects which preclude the Company from realising its main object.
- 4.2 Without prejudice to the generality of the foregoing, the Company shall have the following ancillary objects, namely to -
- 4.2.1 uphold and regulate tennis in the Republic of South Africa;
 - 4.2.2 support and maintain the rules and regulations of the game of tennis adopted by the Company and, in conjunction therewith, to uphold and maintain the rules and regulations of the International Tennis Federation, as amended, insofar as they do not conflict with the rules and regulations adopted by the Company;
 - 4.2.3 arrange and regulate all national and international tennis tournaments and tennis championships in the Republic of South Africa;
 - 4.2.4 institute a system of effective management and administration for tennis in the Republic of South Africa;
 - 4.2.5 operate as a single, democratic and non-racial body controlling tennis in the Republic of South Africa;
 - 4.2.6 uphold and implement the principles of appointment and selection on merit;
 - 4.2.7 do all such things as are necessary for the Company to become, and to remain, a member of the International Tennis Federation, the

Confederation of African Tennis, the National Sports Council and the National Olympic Committee of South Africa;

- 4.2.8 promote international participation by registered South African tennis players;
- 4.2.9 to provide maximum opportunities for all aspiring tennis players and in particular those players from disadvantaged communities with a view to making the national teams as representative as possible;
- 4.2.10 “to promote the game of tennis and the administration thereof among those communities who have been disadvantaged prior to May 1994 such that the game of tennis will be fully representative of all the population groups of the Republic”;
- 4.2.11 generally do all such things that are, directly or indirectly, conducive to the Company's main or ancillary objects.
- 4.3 In pursuance of its objects, the Company shall-
- 4.3.1. not be aligned or associated with any political organisation;
- 4.3.2. not discriminate against any member, tennis player or person on the basis of race, colour, gender, religion, language, political affiliation or creed;
- 4.3.3 take cognisance of the discriminatory practices and inequalities of the past and to remove such inequalities in all areas of the development of the game of tennis and its administration;
- 4.3.4 “take cognisance that this Association brings together national controlling bodies of different socio, economic and political backgrounds to engender a spirit of African nationalism.

5 POWERS

- 5.1 The specific power of the Company which is excluded from the plenary powers or the powers set out in Schedule 2 to the Act is power (s).
- 5.2 The specific powers or part of any specific powers of the Company set out in Schedule 2 to the Act, if any, which are qualified under section 34 of the Act are -
- 5.2.1 power (a) is hereby qualified by the addition of the words "but only insofar as is necessary to realise its main object", after the words "immovable property";
- 5.2.2 power (b) is hereby qualified by the addition of the words "but only insofar as is necessary to realise its main object", after the words "and assets";

5.2.3 power (k) is hereby deleted in its entirety and the following substituted therefor -

"(k) To form and have an interest in any Company or companies or associations having the same or similar objects to the Company for the purposes of acquiring the undertaking or all or any of the assets or liabilities of that Company or of those companies or associations for any other purpose which may seem, directly or indirectly, calculated to benefit the Company, and to transfer to any such Company or companies or associations the undertaking or all or any assets or liabilities of the Company;"

5.2.4 power (g) is hereby deleted in its entirety and the following substituted therefor -

"(g) To invest money with registered financial institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act No 39 of 1984 and in securities listed on any licensed stock exchange as defined in The Stock Exchanges Control Act No 1 of 1985, as amended;"

5.2.5 power (l) is hereby deleted in its entirety and the following substituted therefor -

"(l) To amalgamate with other companies having the same or similar objects to the Company;"

5.2.6 power (m) is hereby deleted in its entirety and the following substituted therefor -

"(m) To take part in any management, supervision and control of the business or operations of any other Company or business having the same or similar objects as the Company and to enter into partnerships having the same or similar objects as the Company;"

5.2.7 power (n) is hereby deleted in its entirety and the following substituted therefor -

"(n) To remunerate any person or persons in cash or in any other form for services rendered in its formation or in the development of its activities;"

5.2.8 power (o) is hereby deleted in its entirety and the following substituted therefor -

"(o) To make donations provided that no donations may be made to members or directors;"

5.2.9 power (r) is hereby deleted in its entirety and the following substituted therefor -

"(r) To establish a pension scheme and medical aid scheme in respect of its employees."

6 **CONDITIONS**

The following special conditions shall apply to the Company -

6.1 the income and property of the Company whencesoever derived shall be applied solely towards the promotion of its main object, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the members of the Company or to its holding Company or subsidiary; provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Company or to any member thereof in return for any services actually rendered to the Company.

6.2 Upon its winding up, deregistration or dissolution, the assets of the Company remaining after the satisfaction of all its liabilities shall be given or transferred to some other Company or institution or companies or institutions having objects similar to its main object and which are themselves exempt from payment of income tax in terms of the Income Tax Act 58 of 1962 (or any statutory substitution or amendment thereof), to be determined by the members of the Company at or before the time of its dissolution or, failing such determination, by the Court.

6.3 The Company will not carry on any business activities other than such activities which will enable it to realise its main object and objects ancillary to that main object.

7 **PRE-INCORPORATION CONTRACTS**

The pre-incorporation contracts of the Company are as follows:

7.1 MTN sponsorships;

7.2 ITF TV Contract;

7.3 Department of Sport undertaking.;

7.4 ESPm Legends;

7.5 SATA Employees.

8 **GUARANTEE**

8.1 The liability of members is limited to the amount referred to in 8.2.

- 8.2 Each member undertakes while a member or within one year thereafter, to contribute to the assets of the Company, in the event of its being wound up, for the payment of the debts and liabilities of the Company contracted before he ceased to be a member, and of the costs, charges and expenses of the winding up, and for adjustment of the rights of the contributors among themselves, an amount not exceeding one Rand.

REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973, AS AMENDED

ARTICLES OF ASSOCIATION OF A COMPANY NOT
HAVING A SHARE CAPITAL NOT ADOPTING SCHEDULE 1
(Section 60(1); regulation 18)

Registration No. of Company

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**SOUTH AFRICAN TENNIS ASSOCIATION
(ASSOCIATION INCORPORATED UNDER SECTION 21)**

("the Company")

The articles of Table A contained in Schedule 1 to the Companies Act, 1973, as amended, shall not apply to the Company.

The Articles of the Company are as follows -

1 INTERPRETATION

In the interpretation of these Articles of Association and unless the subject or context otherwise requires -

- 1.1 the following words and expressions shall have the following meanings -
- 1.1.1 "Act" - the Companies Act, 1973, as amended or re-enacted and for the time being in force, including any regulations framed there under and for the time being in force;
- 1.1.2 "Affiliate Member" - any tennis association in the RSA representing a majority of the tennis players in its area of jurisdiction, which has undergone or is undergoing the process of transformation and which association has been admitted as a member in terms of these rules;
- 1.1.3 "Affiliation Fee" - the annual fee payable by Affiliate Members and Associate Members to the Company in order to be affiliated with the Company;
- 1.1.4 "affiliate representative" - the person selected by an Affiliate Member to represent such member at all meetings of the Council;
- 1.1.5 "Articles" - the Articles of Association for the time being of the Company;
- 1.1.6 "Associate Member" - an organisation, that has undergone or is undergoing the process of transformation and which cannot become an Affiliate Member but is recognised and accepted by the Company as having responsibility for the control and management of any aspect of the game of tennis on a national basis;
- 1.1.7 "Board" - the Board of the Company;
- 1.1.8 "Board Member" - a person appointed to the Board in terms of the Articles;
- 1.1.9 "CEO/GM" - the Chief Executive Officer and/or general manager of the Company appointed in terms of the Articles;
- 1.1.10 "Chairman" - the Chairman of the Board;
- 1.1.11 "club" - a body of tennis players who have joined together to play the game of tennis at a specified venue and whose members pay club fees and are affiliated to an Affiliate Member;

- 1.1.12 "Council" - the Council of the Company constituted in accordance with the Articles;
- 1.1.13 "deadlock" - the failure to pass any resolution at any meeting of the Council or of the Board;
- 1.1.14 Financial year: the Financial Year will end on 31 March;
- 1.1.15 "ITF" - the International Tennis Federation;
- 1.1.16 "Life Vice-President" - a person elected as such at a general meeting of the Company on account of valuable service rendered by such person in respect of the game of tennis in the RSA;
- 1.1.17 "members" - the members of the Company from time to time, being Affiliate Members, Associate Members and Board Members;
- 1.1.18 "Memorandum" - the Memorandum of Association for the time being of the Company;
- 1.1.19 "National President" - the person nominated and elected as such at the first Annual General Meeting of the Company and thereafter at every third Annual General Meeting of the Company. The National President shall also be the Chairman of the Board,
- 1.1.20 "National Vice-President" - the person nominated and elected as such at the first Annual General Meeting of the Company and thereafter at every third Annual General Meeting of the Company. The National Vice-President shall also be the Vice-Chairman of the Board,
- 1.1.21 "office" - the registered office for the time being of the Company;
- 1.1.22 "person" - includes any body of persons, whether or not incorporated, under any law of any country;
- 1.1.23 "president" - the person who is the president of an Affiliate Member;
- 1.1.24 "registered junior tennis player" - a person who is a member of a club affiliated to an Affiliate Member and who is under the age of eighteen years inclusive on 1 January of the year in question;
- 1.1.25 "registered tennis player" - a person in respect of whom registration fees are payable annually to the Company by an Affiliate Member in whose area of jurisdiction that person's club is located;
- 1.1.26 "registration fee" - the annual fee payable by Affiliate Members to the Company in respect of every club member, including junior club members over the age of twelve years who are members of clubs affiliated to such Affiliate Member;

- 1.1.27 "RSA" - the Republic of South Africa;
- 1.1.28 "Vice-Chairman" - the Vice-Chairman of the Board.
- 1.2 Words importing any gender include the other genders and words importing the singular number include the plural, and vice versa.
- 1.3 Any word or expression which is defined in the Act and which is not otherwise defined in these Articles shall have the meaning assigned thereto in the Act as in force at the date of incorporation of the Company.
- 1.4 These Articles shall be deemed to authorise the Company to do anything which the Act empowers a Company to do if so authorised by its Articles, unless that authority is expressly excluded.

2 MEMBERSHIP

- 2.1 The first members of the Company shall be the subscribers to the Memorandum.
- 2.2 The membership of the Company shall comprise the Company's Affiliate Members, Associate Members and the Board Members.
- 2.3 A member shall cease to be a member immediately-
- 2.3.1 in the case of a natural person -
- 2.3.1.1 on such member's death;
- 2.3.1.2 if such member tenders written notice of his resignation as a member to the Board;
- 2.3.1.3 if such member becomes a lunatic or of unsound mind;
- 2.3.1.4 if such member's estate is surrendered or sequestrated, whether voluntarily or compulsorily;
- 2.3.1.5 if such member commits any act of insolvency;
- 2.3.1.6 if such member contravenes the code of conduct of the Company;
- 2.3.1.7 if such a member fails to attend three meetings per calendar year without adequate reason.
- 2.3.2 in the case of a member which is not a natural person -
- 2.3.2.1 if such member tenders written notice of resignation as a member to the Council;

- 2.3.2.2 if such member is liquidated, wound up or placed under judicial management, whether provisionally or finally and whether compulsorily or voluntarily;
- 2.3.2.3 if such member commits any act of insolvency;
- 2.3.2.4 if, being an Associate Member, the Council, in its discretion, ceases to be satisfied that such Associate Member complies with the requirements for admission to membership as an Associate Member contained in these Articles;
- 2.3.2.5 If being an Affiliate or an Associate Member, such member contravenes the code of conduct of the Company in terms of Article 8 hereof.
- 2.4 A tennis association shall be admitted as an Affiliate Member of the Company for a specified area by the Council, in its discretion, at an Annual General Meeting of the Company; provided that at such AGM of the Company 75% of the members present and entitled to vote, vote in favour of such member's admittance.
- 2.5 An organisation shall be admitted to membership as an Associate Member if it satisfies the Council that -
 - 2.5.1 it functions in accordance with a constitution based on principles that are not in conflict with the Memorandum and Articles of the Company;
 - 2.5.2 it is recognised and accepted as the national organisation responsible for the control and management of a particular tennis related activity;
 - 2.5.3 its admission to membership of the Company will be in the interests of the organisation's members and of the Company;
 - 2.5.4 the organisation functions on a national basis.
- 2.6 Applications for admission to membership of the Company by prospective Affiliate Members and Associate Members shall be made, in writing, to the Company and shall include -
 - 2.6.1 a copy of the constitution of the applicant;
 - 2.6.2 the name and address of the applicant's president and office bearers;
 - 2.6.3 the applicant's permanent postal address;
 - 2.6.4 details in respect of the membership figures of the applicant.
- 2.7 All communication between applicants and the Company shall be directed to the Company's official address.

- 2.8 All members and applicants shall immediately notify the Company upon -
- 2.8.1 any change in such applicant's permanent postal address;
- 2.8.2 any new appointment of office bearers.
- 2.9 Any Affiliate Member or Associate Member whose membership of the Company has been terminated ("the ex-member") in terms of 2.3.2.4, or 2.3.2.5 shall be entitled to apply to the Council for reinstatement as a member. Provided that, at the Council meeting at which such reinstatement is to be considered, not less than 75% of the members present at such meeting and entitled to vote, vote in favour of the ex-member's reinstatement, such member will be reinstated.
- 2.10 Any and all amendments or additions to the constitutions of each Affiliate Member and Associate Member shall forthwith upon the date of any amendment or addition thereto be submitted to the Board for approval by the Council. Until such time as the amendments or additions have been approved by the Council, they shall be of no force or effect.

3 CERTIFICATES

Certificates of membership may be issued under the authority of the Council in such manner and form as the Council may determine from time to time.

4 THE COUNCIL

4.1 COMPOSITION OF THE COUNCIL

The Council shall consist of:

- 4.1.1 two members elected by each of the Affiliate Members, one of whom will represent the previously disadvantaged communities. Where an Affiliate Member registers fewer than 200 players that member will be advised, after due consultation, to join up, as a district/sub-union, with a neighboring provincial Affiliate Member;
- 4.1.2 the National President and National Vice-President elected in terms of Article 4.2;
- 4.1.3 All Directors of the Company who shall be members of the Council;
- 4.1.4 the CEO/GM, who shall be a non-voting member of the Council; and
- 4.1.5 one representative appointed to it by each Associate Member.
- 4.1.6 By not later than 1 April of each year, each Affiliate Member shall name its Council representative. Council representatives may remain in office for periods longer than 1 year. Council representatives may not, during the same period, serve as Directors of the Board.

- 4.1.7 The names of members elected to the Council in terms of 4.1.1 shall be submitted to the Board (for proper verification, administrative and information purposes only) on or before the 15th April of each year.

4.2 THE NATIONAL PRESIDENT AND NATIONAL VICE-PRESIDENT

- 4.2.1 The National President and National Vice-President shall be elected every three years by the Council and the Board from nominations submitted to it by any members of the Company and shall be elected to and hold office for a period of three years following appointment. The President and Vice-President shall not hold office for more than two consecutive three-year terms.
- 4.2.2 The National President or the National Vice-President for as long as they hold this office may not also be an Affiliate representative.
- 4.2.3 Nominations in respect of the appointment of the National President or National Vice-President, as the case may be, shall be made in writing and shall reach the CEO/GM at least sixty days prior to the date of the Annual General Meeting at which the appointment of the National President and National Vice-President is to be considered.
- 4.2.4 The nomination, in order to be valid, shall contain –
- 4.2.4.1 the full name of the candidate;
 - 4.2.4.2 the position for which he is nominated;
 - 4.2.4.3 the name and signature of the member nominating such person;
 - 4.2.4.4 a brief resume of the nominee;
 - 4.2.4.5 the name and signature of the member seconding such person's nomination; provided that the name and signature of such person shall not be the same as the name and signature as the person proposing the nomination.
- 4.2.5. Any nomination not in compliance with the provisions as aforesaid shall be deemed invalid.
- 4.2.6 The National President, or in his stead, the National Vice-President, shall be an ex officio non-voting member of all committees of the Company save for the Selection Committee.
- 4.2.7 At any Annual General Meeting, any person who has been prominent or has rendered valuable services in connection with the game of tennis in the RSA, may, on recommendation of the Council, be elected a Life Vice-President

4.3 POWERS OF THE COUNCIL

The Council shall have the power to -

- 4.3.1 establish all matters of policy under which the objects of the Company are carried out
- 4.3.2 prohibit any act by an Affiliate Member or an Associate Member or any club belonging to an Affiliate Member which, in the opinion of the Council, is detrimental to the interests of the game of tennis and to take such action as it may deem fit regarding any organisation which disregards such prohibition;
- 4.3.3 inflict penalties on Affiliate Members or Associate Members or any persons belonging to the aforesaid members after compliance with the due process prescribed herein, for the infringement of -
 - 4.3.3.1 the rules of the game of tennis as prescribed by the ITF; or
 - 4.3.3.2 the rules and regulations of the Company; or
 - 4.3.3.3 any act prohibited by the Council, or for conduct which, in the opinion of the Council, is detrimental to the interests of the game of tennis generally, or the objects contained in the Memorandum. Any penalty imposed as aforesaid may include, without limiting the generality of the afore-going, the suspension of such Affiliate Member or Associate Member from the Council until, in the opinion of the Council, such member has remedied such act, omission or misconduct giving rise to the penalty;
- 4.3.4 hear and determine appeals by any offender upon whom a penalty has been imposed by the Council;
- 4.3.5 adjudicate upon disputed rules in connection with the game of tennis;
- 4.3.6 extend official recognition as the national association in the RSA to any properly constituted body which satisfies the Council as to the sufficiency in number and competence of its members to discharge sufficiently the functions of such a national association;
- 4.3.7 enlist, by co-option, the services of any person who is not a member of the Council for any special purpose; provided that such person shall not be entitled to vote at meetings of the Council;
- 4.3.8 delegate any of its powers to the Board;
- 4.3.9 make any rules or regulations as may be necessary and amend or rescind any rules or regulations not consistent with the provisions of the Articles, subject to clause 4.6 hereof.

- 4.3.10 make, amend or rescind, any Articles of Association subject to the terms of clause 4.5 and clause 4.6 hereof.
- 4.3.11 appoint members of the Board subject to the terms of clause 5.1.5 and 5.1.6 hereof.
- 4.3.12 appoint or task any Committee it may specify and deem necessary.
- 4.3.13 instruct the Board on any matter within the scope of the main object of the Company subject to clause 4.6.

4.4 MEETINGS OF THE COUNCIL

- 4.4.1 The Council shall hold no fewer than two meetings during any financial year of the Company. One of these meetings shall be an Annual General Meeting. The agenda of such meetings shall be drawn up by the National President, the CEO and other relevant officers of the Company.
- 4.4.2 A quorum at all meetings of the Council shall be not less than 66,66% of those persons entitled to vote at such meeting.
- 4.4.3 Should a quorum not be present within thirty minutes after the appointed time for a Council meeting, the Council meeting shall stand adjourned to the same day (or if that day is a public holiday, the next business day) in the next week at the same time and place, and a quorum shall be the persons present at that meeting.
- 4.4.4 The AGM of the Company shall be held before the 30th September of each year. At the first AGM of the Company and thereafter at every third successive Annual General Meeting, a National President and a National Vice-President shall be elected in accordance with the provisions of Article 4.2.
- 4.4.5 The National President shall be the chairman for meetings of the Council. Should the National President not be present, then the National Vice-President shall be the chairman. Should neither the National President nor the National Vice-President be present, then the persons present at such meeting and entitled to vote thereat shall elect a chairman for that meeting of the Council by a simple majority vote.
- 4.4.6 At any meeting of the Council, the chairman shall have deliberative as well as a casting vote.
- 4.4.7 The Annual General Meeting shall be held each year before 30th September on a day, and at a venue, proposed by the Board and approved by Council.
- 4.4.8 At each Annual General Meeting, the chairman of the Board or his duly authorised representative shall present the Board's report on the activities of the Company for the past year together with the Company's audited

annual financial statements.

- 4.4.9 A Special general meeting may be called at any time at the discretion of the Council and shall be convened by the CEO/GM within three weeks after receipt by him of a request, in writing, to that effect by not less than 50% of the Affiliate Members. Such request shall state the business for which the meeting is to be called.
- 4.4.10 Written notice of any meeting of the Council, save for a Special general meeting, stating the place, day and hour of, and the general nature of the business to be transacted thereat, shall be posted to each member of the Council at least thirty days but not more than sixty days prior to such meeting.
- 4.4.11 At every meeting of the Council -
- 4.4.11.1 each Affiliate Member shall be entitled to one vote and, in addition, to a further vote for every 1,000 registered tennis players paying registration fees to the Affiliate Member, subject to a maximum of six further votes; where an Affiliate Member has fewer than 200 registered players, that member will not qualify for a vote. After due consultation, that member will be advised to join up with a neighboring provincial Affiliate Member;
- 4.4.11.2 each Associated Member shall have one vote. The CEO/GM and any persons co-opted to the Board shall not be entitled to vote;
- 4.4.11.3 each Director of the Board shall be entitled to one vote in all matters except in the election of Board Members where they will be non-voting members. No person shall be entitled to vote in more than one capacity notwithstanding that such person may hold more than one office in the Company;
- provided that no person shall be entitled to vote in more than one capacity notwithstanding that such person may hold more than one office in the Company.
- 4.4.12 Save where specifically provided in the Articles or by the Act, decisions at meetings of the Council shall be taken by a simple majority vote.
- 4.4.13 Any resolution passed or rejected at an Annual General Meeting shall not be brought for reconsideration within a six month period from the date on which it was passed or rejected, unless not less than 50% of the Affiliate Members have given their written consent to such re-consideration.
- 4.4.14 Without prejudice to the Council's ability to rescind or vary any resolution passed by it following the expiry of a six month period after the date of any resolution of the Council, a resolution of the Council shall not be rescinded or varied by the Council within a six month period

from the date of such resolution save by a vote of not less than 75% of those persons present and entitled to vote at any meeting of the Council. The notice convening such meeting shall state that the rescission or variation of such resolution shall constitute the business of the meeting or shall form part thereof.

- 4.4.15 Each Affiliate Member of the Company shall be obliged to make provision for and to hold an annual meeting of clubs registered with it, preceding such Affiliate Member's annual general meeting, and shall, after such meeting has been held, report to the Council. The procedure for such meeting is to be determined by the Affiliate Member concerned.

4.5 AMENDMENT OF CONSTITUTION

- 4.5.1 The Memorandum of Association, the Articles of Association/ the "Constitution", or any rules or regulations framed in terms hereof, may only be altered, added to, revised and deleted at an Annual General or Special General Meeting provided, however, that a written notice of the proposed amendment, alteration, addition, deletion or revision is forwarded to the CEO/GM at least forty five (45) days prior to such meeting.

- 4.5.2 Upon receipt of such notice, the CEO/GM shall circularise such notice to members of the Council together with the notice of the said Annual General or Special General Meeting.

- 4.5.3 The proposed alteration, amendment, addition, revision or deletion shall only become effective upon adoption by not less than seventy five (75) percent of the votes in its favour, subject to the provision of articles 4.4.13 and 4.4.14 mutatis mutandis.

4.6 MATERIAL DECISIONS

- 4.6.1 Notwithstanding anything to the contrary contained herein, no resolution or decision in respect of any of the following matters shall be valid or binding on the Company, whether such resolution or decision is or has been taken by the Board, the Council, the members of the Company or any committee of the Company, unless and until both the Board and the Council have agreed thereto in writing -

- 4.6.1.1 the purchase or sale of any assets of any nature whatever, including any business (or part thereof) or shares, in excess of R200 000,00 (TWO HUNDRED THOUSAND RAND);

- 4.6.1.2 the cessation of the carrying on of any part of the Company's business;

- 4.6.1.3 the diversification of the Company's business into any other business;

- 4.6.1.4 the amendment of the Company's Memorandum and Articles of Association;
- 4.6.1.5 the institution or defence of any court action where more than R100 000,00 (ONE HUNDRED THOUSAND RAND) (exclusive of costs) is involved;
- 4.6.1.6 the entering into of any lease of immovable property;
- 4.6.1.7 the purchase and sale of any tennis tournaments;
- 4.6.1.8 the relocation of the Company's headquarters and/or principal place of business.

5. THE BOARD

5.1 COMPOSITION OF THE BOARD

- 5.1.1 The Board shall, at all times, comprise not less than nine and not more than twelve Board members, elected to it in terms of the Articles. Composition of the Board should at all time comprise at least 50% of members representing previously disadvantaged communities.
- 5.1.2 The Board shall, in its discretion, be entitled, on a temporary basis, to co-opt additional persons for expertise in any given field; provided that such persons shall not be entitled to vote at meetings of the Board or at meetings of the Council.
- 5.1.3 The Board members shall be appointed to it for a term of three years ("the appointment term") from the date of their appointment whereafter their appointments shall lapse.
- 5.1.4 Before the expiry of the appointment term, the Council shall meet to elect the new Board. Nominations for the candidates must be made by the Affiliate Members in writing, and must reach the CEO/GM at least sixty days prior to the date of the Annual General Meeting at which the election of the Board Members is to be considered. The new Board Members will assume their functions and duties immediately after their election.
- 5.1.5 The nominations, in order to be valid, shall contain:
 - 5.1.5.1 the full name of the candidate;
 - 5.1.5.2 the name and signature of the member nominating such a person;
 - 5.1.5.3 a brief resume of the nominee;

5.1.5.4 the name and signature of the member seconding such person's nomination, provided that the name and signature of such person shall not be the same as the name and signature of the person proposing the nomination

5.1.6 The office of Board member shall ipso facto be vacated according to the terms of clause 2.3. Upon the occurrence of such events, the remaining Board members may co-opt a person to replace such Board member ("the replacement Board member"), in accordance with the provisions of 5.1.5.1 to 5.1.5.4 inclusive, save that, the replacement Board member's period of appointment will coincide with that of the Board member whom he replaced. Such replacement Board member shall be presented to the next Council meeting for confirmation of appointment.

5.2 THE CEO/GM

The CEO/GM shall -

5.2.1 be nominated for appointment by the Board;

5.2.2 carry out his duties in accordance with a management contract concluded between himself and the Company;

5.2.3 report directly to the Board in respect of his administration of the Company.

5.3 POWERS AND FUNCTIONS OF THE BOARD

5.3.1 The Board shall be responsible for the proper management and administration of the Company and the implementation of the Memorandum and Articles so as to achieve the aims and objectives of the Company. The powers of the Board shall include all such powers as are necessary to give effect to the Memorandum and Articles and to policy determined by the Council and shall include, but not be limited to, the power to -

5.3.1.1 manage all aspects of the game of tennis in the RSA and the day-to-day operation of the Company;

5.3.1.2 draw financial projections and the annual budget subject to increases in fees being approved by Council;

5.3.1.3 market and promote the game of tennis in the RSA;

5.3.1.4 appoint the auditors and legal advisors of the Company from time to time;

5.3.1.5 manage and organise projects for the development of the game of tennis in the RSA;

- 5.3.1.6 manage and organise international team competitions;
- 5.3.1.7 award national colours to any tennis player who has been selected by the Selection Committee to represent the RSA in a team event or to represent the RSA as an individual player in any other event which is, in the opinion of the Board, an official international event;
- 5.3.1.8 award junior national colours to junior members and tennis players under the age of eighteen years who are selected to represent the RSA in any team event or, if an individual player, in any other event which is, in the opinion of the Board, an international event;
- 5.3.1.9 appoint captains and/or managers for any team representing the RSA;
- 5.3.1.10 manage and organise national championships and other national tournaments at such place and on such dates and times as the Board may determine; in consultation with the Council;
- 5.3.1.11 approve and select the tennis balls to be used in all matches or competitions held under the auspices of the Company;
- 5.3.1.12 promote the coaching of tennis at all levels in the RSA;
- 5.3.1.13 recognise the status of coaches who have passed prescribed examinations;
- 5.3.1.14 appoint committees and sub-committees and fill vacancies on such committees;
- 5.3.1.15 appoint the CEO/GM and to delegate to such person such powers (including the power to sub-delegate) as may be exercised by the Board;
- 5.3.1.16 promote the development of the game of tennis at all levels in the RSA;
- 5.3.1.17 delegate any of its powers to any person to give effect to any provision of the Articles or Memorandum;
- 5.3.1.18 generally deal with such matters as are referred to it by the Council from time to time.
- 5.3.1.19 deal with Disciplinary matters and inflict penalties on Affiliate Members or Associate Members or any persons belonging to the aforesaid members after compliance with the due process, prescribed therein, for the infringement of the SATA Code of

Conduct.

- 5.3.2 Neither the Affiliate representatives, the Board members, the National President, the National Vice-President nor the persons representing Associate Members on the Council shall be entitled to claim or be paid remuneration for services rendered to the Company in the exercise of their duties; provided that the Company shall not be precluded from reimbursing to the aforesaid persons any reasonable travelling, subsistence and other expenses properly incurred by any of the aforesaid persons in the execution of their duties in or about the business of the Company and which are authorised or ratified by the Council.
- 5.3.3 The persons referred to in 5.3.2 shall declare any interest in any contracts with the Company.

5.4 MEETINGS OF THE BOARD

- 5.4.1 The Board shall meet not less than four times per annum. All meetings shall be convened by the Chairman upon such notice as is determined by the Board from time to time.
- 5.4.2 In the absence of the Chairman, the Vice-Chairman shall convene any such meeting.
- 5.4.3 A quorum at meetings of the Board shall be not less than 66,66% of all Board members who are entitled to vote at meetings of the Board. Should a quorum not be present, the terms of clause 4.4.3 shall apply mutatis mutandis.
- 5.4.4 At all meetings of the Board each Board member shall have one vote.
- 5.4.5 Neither the CEO/GM nor any person co-opted to the Board in terms of 5.3.1.17 shall be entitled to vote at meetings of the Board.
- 5.4.6 All decisions at meetings of the Board shall be taken by simple majority vote. The Chairman of the Board shall have a deliberative as well as a casting vote.
- 5.4.7 The Chairman of the Board and the CEO/GM shall report to the Council as to the activities of the Board and the Company.
- 5.4.8 Minutes of all meetings of the Board shall be kept (and certified as correct) and made available to each Board member not later than 21 days after the meeting as well as distributed to Affiliated Members.

6 EXPERT DETERMINATION

- 6.1 Save as otherwise provided in the Articles, should a deadlock arise or any dispute of whatever nature arise in regard to the interpretation or effect of, or the

validity, enforceability or rectification (whether in whole or in part) of, or in respect of rights or obligations of the members, or if any approval will have been withheld by any member under circumstances in which it may not be unreasonably withheld and any other person contends that it has been unreasonably withheld, then the members shall meet as soon as possible after such deadlock or dispute arises in order to attempt to negotiate an amicable settlement of such deadlock or dispute. Such meeting shall take place at such times and at such place as is agreed upon between the members or, failing such agreement, within seven days after all the members become aware of such dispute, at the Company's registered office by not later than thirty days after the members have become aware of such deadlock or dispute. Such negotiations shall be conducted in good faith.

- 6.2 If the members are unable to resolve the deadlock or dispute in question within fourteen days after the commencement of the negotiations referred to above, then the deadlock or dispute shall, unless the members otherwise agree in writing, be referred for determination to an expert ("the expert") in accordance with the provisions provided below.
- 6.3 Any dispute arising out of or in connection with the enforceability of this constitution, or the application, and interpretation of the provisions hereof, or any dispute between any members of the South African Tennis Association or between a member of the Board of the South African Tennis Association itself, shall be referred to the Arbitration Foundation of South Africa (AFSA) for resolution through mediation or expedited arbitration in terms of the Rules and Procedures for the Resolution of Disputes in Sport, prevailing at the time such Disputes is so referred. In the event of arbitration in terms of the afore-going, such resolution shall be final and binding on the parties to the dispute.
- 6.4 The expert shall have the power, inter alia, to-
- 6.4.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute or deadlock and, for that purpose, shall have the widest powers of investigating all the books, records, documents and other things in the possession of any party or the Company or under its control;
 - 6.4.2 interview and question under oath any of the members, including the right to cross-examine such members;
 - 6.4.3 summon witnesses;
 - 6.4.4 record evidence;
 - 6.4.5 call for the assistance of any other person whom he may deem necessary to assist him in arriving at his decision;
 - 6.4.6 exercise any additional powers which may be exercised by an arbitrator in terms of the Arbitration Act 1965 as amended.

- 6.5 Any hearing by the expert shall be held in Johannesburg unless the expert determines that it is more convenient or equitable that the hearing or any part thereof (including, but without limitation, the taking of evidence) be held elsewhere, in which event the hearing (or the relevant part thereof) shall be held in the place so determined by the expert.
- 6.6 The members shall use their best endeavours to procure that the decision of the expert shall be given within thirty days or so soon thereafter as is possible after it has been demanded.

7 AFFILIATION AND REGISTRATION FEES

- 7.1 All fees (Annual Affiliation fees and Annual Registration fee) shall be subject to an annual review by the Council.
- 7.2 Every Affiliate and Associate Members shall pay to the Company an Annual Affiliation fee recommended by the Board and approved by the Council.
- 7.3 The Annual Affiliation fee shall be due and payable before the SATA Annual General Meeting, but not later than 30 June of each year.
- 7.4 In addition to the Annual Affiliation fee, every Affiliate Member shall pay such Annual Registration fee as is recommended from time to time by the Board and approved by the Council in respect of every registered tennis player of that Affiliate Member. Payment of the Annual Registration fee shall be made to the Company before 31 July of that year.
- 7.5 Should any Affiliate or Associate Member not have made payment of the Annual Affiliation and Registration fees payable by them by due date, such member shall not be entitled to vote or take part in any activities of the Company until payment of the fees as aforesaid has been received by the Company.

8 CODE OF CONDUCT

- 8.1 Each Affiliate and Associate Member shall procure that -
- 8.1.1 every registered tennis player within its area of jurisdiction shall be subject to the prohibitions and restrictions prescribed from time to time in the rules of the ITF;
- 8.1.2 registered tennis players affiliated to it shall not play in any tournament held or promoted by an unaffiliated tennis association or any of its subdivisions, or in any tournament prohibited by the Council. Any player infringing this rule may be prohibited by the Council from playing in any tournament. Any Affiliate Member or Associate Member who knowingly accepts the entry of such a prohibited player shall be liable to disciplinary action by the Company, unless permission has previously been obtained from the Company;

8.1.3 tennis players who are not registered members of the Affiliate Member in question shall not be permitted to compete in any tournament, match or other competition organised by or under the authority of the Company or of any Affiliate Member or Associate Member, unless permission has previously been obtained from the Company.

8.2 Affiliate Members shall give notice to the Board of the name of any unregistered players who act contrary to any of the provisions as aforesaid. The CEO/GM shall enter the names of such players in a register kept for such purpose. The names of such players shall be minuted at a meeting of the Council as having been entered under this rule. A person whose name has been entered as an unregistered player shall, until such time as his name has been deleted from the register, not be permitted to be a member of any club affiliated to any Affiliate Member or compete in any matches, tournaments or other fixtures arranged under the auspices of an Affiliate Member.

9. DRUG TESTING

9.1 Affiliate Members shall procure that all of their members shall comply with the drug testing procedures laid down by the ITF and endorsed by the Company.

9.2 The CEO/GM shall circulate the drug testing procedure referred to above to all Affiliate Members and Associate Members annually.

10 DISSOLUTION AND WINDING-UP

10.1 The Company shall only be wound up or dissolved at a general meeting specifically convened for the purpose of dissolving the Company if such winding up or dissolution is agreed to by not less than 75% of the persons present and entitled to vote at such meeting.

10.2 If the Company is wound up (whether voluntarily or compulsorily) or deregistered or dissolved, the assets remaining after payment of the liabilities of the Company and the costs of winding up shall be given or transferred to some other Company or institution or companies or institutions having objects similar to the main object of the Company, to be determined by the members at or before the time of the Company's dissolution or, failing such determination, by the court.

11 DISTRIBUTION OF INCOME

11.1 Save as provided in 10.2, no part of the income or property of the Company shall be distributed to its members and the same shall be applied solely towards the pursuit of the Company's objects, provided that this Article shall not be construed as prohibiting the payment of expenses as provided for in 5.3.2.

12 INDEMNITY

- 12.1 Every member and officer of the Company and any person employed by the Company shall be indemnified out of the Company's funds against all liability incurred by him in defending any proceedings (whether civil or criminal) arising out of any actual or alleged negligence, default, breach of duty or breach of trust on his part in relation to the Company in which judgement is given in his favour or in which he is acquitted or in connection with any matter in which relief is granted to him by the court in terms of the Act.

13 AFFILIATE MEMBERS (TO BE REVISED)

Boland Tennis Association

Border Tennis Association

Tennis Eastern Province

Gauteng East Tennis Association

Northern Cape Tennis Association

Tennis KwaZulu Natal

Gauteng North Tennis Association

Mpumalanga Tennis Association

Northern Province Tennis Association

Free State Tennis Association

Gauteng Central Tennis Association

Tennis Western Province

North West Tennis Association

Transkei Tennis Association

South Western Districts Tennis Association

BOARD MEMBERS

Johann Koorts

Bongani Derrick Zondi

Cyril Desmond Beukes

John Clark Coetzee

Gavin Neville Crookes

Moeaba David Siko

Greer Ruth Leo-Smith

Devdas Govindjee

Michael de Jongh

Patrick Norman Vezasie

Ian Robert Smith