

THE BELIZE COMPANIES ACT 2022

ASSOCIATION NOT FOR PROFIT,

LIMITED BY GUARANTEE

RESTATED ARTICLES OF ASSOCIATION OF THE BELIZE TENNIS ASSOCIATION (AMENDED via resolution dated 22nd March, 2025)

1. MEMBERS

- 1.1.** The Belize Tennis Association (hereinafter called “BTA” or “the Association”) shall consist of members and there shall be six 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 Association 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 Executive Council in recognition of their work for the Association or for outstanding contribution in a field related to any undertaking of the Association. An honorary member shall be under no obligation to pay any subscription or make any donation to the funds of the Association but is entitled to receive notices of all meetings of the Association and vote thereat.
 - d.)** Affiliated members, being any association, club, society, non-profit association or companies having a similar purpose. An affiliated member shall be represented at meetings of members by an authorised representative. The affiliated member shall not name the President, Vice President, the Treasurer, or Secretary of the Association as its authorised representative. Written authorization signed by an officer of the affiliated member shall be submitted to the Secretary naming the individual authorised to represent the affiliated member at the meeting.
 - e.)** Junior members, being individuals under the age of eighteen years and who are ineligible to vote at all meetings of the Association, but may speak and share opinions and ideas, which are to be taken into account by the executive council.

- f.) Family Membership, being a nuclear family (spouses and their dependent children under the age of 21 all living in the same household). Family membership fee will be based on the fee for Ordinary or Junior member fee as the case may be for each person in the family BUT, will attract an overall discount rate to be determined by the Executive Council.
 - 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 Association.
- 1.2. Application for membership shall be made to the Secretary of the Association upon such form as the Executive Council shall from time to time prescribe and shall be supported by such evidence/documents as may be required.
 - 1.3. Candidates for honorary and ex officio membership shall be elected by the Executive Council.
 - 1.4. A person who holds the office of an Officer on the Executive Council and of Chief Operations Officer shall be an ex officio member of the Association for the period in which he/she holds such office.
 - 1.5. The interest of a member in the Association 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 these Articles and /or other official regulations of the Association.

2. ENTRANCE FEE

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

3. ANNUAL SUBSCRIPTION

- 3.1. The annual subscription for all classes of membership shall be determined from time to time by the Executive Council.
- 3.2. All annual subscriptions (except for the first subscriptions of a new member) shall be payable by the last Friday in January of each year. Annual subscriptions are non-refundable.

4. CESSATION OF MEMBERSHIP

- 4.1. Any member may withdraw from membership by giving fourteen days' notice to the Executive Council in writing to that effect and thereupon he shall cease to be a member.

- 4.2. 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 Executive Council may order his name to be struck off the list of members whereupon he shall cease to be a member of the Association.
- 4.3. If any member refuses or neglects to comply with the provisions of these Articles or any other regulations devised by the Association or conducts himself in a way which in the opinion of the Executive Council is or may be injurious to the Association, the member, if when called upon to resign does not do so within twenty-eight days of the receipt of such notice (provided he is first given an opportunity of being heard by the Executive Council) he may forthwith be expelled by the Executive Council 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.
- 4.4. An individual to whom paragraph 4.3 of these Articles has been applied shall not thereafter be entitled to membership of the Association, unless a period of two years have elapsed since his/her expulsion and the Executive Council with the consent of 60% of the membership agrees to accept him/her back as a member.
- 4.5. Subject to paragraph 4.1 of these Articles, a member resigning or expelled under paragraph 4.3 or whose name is struck off pursuant to paragraph 4.2 of these Articles shall nevertheless remain liable for all monies then due from him/her to the Association.
- 4.6. An ex officio member, unless he/she was a member in his/her own right at the time he/she became an ex officio member, shall cease to be a member when he/she ceases to hold the office by virtue of which he/she became an ex officio member.

5. OFFICERS/EXECUTIVE COUNCIL

• Article 5.1

- 5.1. The Association shall be managed by an Executive Council consisting of the following individuals:
- a. President,
 - b. First Vice-President,
 - c. ~~Second Vice President,~~
 - d. c. Honorary Secretary,

- e. ~~d.~~ Honorary Treasurer,
f. ~~Development Officer, and~~
g. ~~e.~~ no more than ~~two~~ **three** other officers who shall be members of the Association

(Hereinafter referred to as “THE OFFICERS”) who shall serve for two (2) years and be elected by the members of the Association bi-annually at the annual general meeting.

- 5.1. Any member in good standing shall be eligible for election as an Officer on the Executive Council, and the Officers shall hold office for two (2) years from the date of the election after which they shall retire but shall continue to hold office until the conclusion of the Annual General Meeting at which their successors are elected and shall themselves be eligible for re-election.
- 5.2. Candidates for election as an Officer shall be proposed and seconded by members entitled to vote at general meetings of the Association.
- 5.3. Election at an annual general meeting shall be either by show of hands or by ballot, if requested by at least 30% of the members present.
- 5.4. The Council shall have the power to nominate any member of the Association to fill any vacancy occurring among the Officers until the next Annual General Meeting. During any temporary absence from the Country the Council may nominate any member of the Association to act in his place during such absence.
- 5.5. The affairs of the Association shall be managed by the Executive Council who may exercise all such powers and do all such acts and things as may be exercised or done by the Association and are not by these Articles or any other regulations made by the Association or any special resolution of the Association or the Act expressly directed or required to be done by the Association at a general meeting of the Association. The Executive Council’s powers and responsibilities shall include but not be limited to the following:
 - a.) Make or alter regulations for Tournaments, Competitions, and events from time to time promoted by or held under the auspices of the Association; and make or alter regulations for conduct of players, coaches, umpires, members.
 - b.) Sanction and regulate the dates of the holding of all Tournaments and events.
 - c.) Promote, make, and promulgate bylaws, rules, acts or practices for members, affiliated bodies and clubs or players of the sport of tennis and tennis facilities, with a view to positively develop the sport of tennis and to deal with any member, affiliate or player disregarding such regulations, acts or practices in such manner as it may, in its absolute

- d.) discretion, think proper.
 - e.) Consider and deal with all applications for membership and affiliation.
 - f.) Do all such other things in the interest of the sport/game of tennis and the Association as it may deem expedient.
 - g.) Delegate all or any of its powers to its duly appointed Sub Committees.
 - h.) Being the national governing body for the sport of tennis in Belize, to maintain relations and/or membership and communication with established national and international affiliates including, National Olympic Association (NOC), National Sports Council (NSC), International Tennis Federation (ITF), Confederacion de Tenis en Centroamerica y el Caribe (COTECC), Confederacion de Tenis de Centroamerica (CONTECA), and any other such bodies and affiliates with similar interests as the Association; and to establish or re-establish relations and/or membership and communications with any such bodies as the Executive Council deems fit.
- 5.6. The members of the Association may, by ordinary resolution at a special meeting, remove any Officer from office.
- 5.7. A vacancy created by the removal of any Officer may be filled at the meeting at which the Officer is removed from office.
- 5.8. If the vacancy is not filled under paragraph 5.8 it may be filled by the Officers.
- 5.9. An officer elected or appointed pursuant to paragraph 5.8 or 5.9 holds office for the unexpired term of his predecessor.
- 5.10. The officers shall serve without remuneration and no officer shall directly or indirectly receive any profit from his/her position as such; provided that an Officer may be paid or reimbursed for reasonable expenses incurred by him/her in the performance of his/her duties.
- 5.11. The office of any Officer of the Executive Council shall be vacated:-
- a.) if by notice in writing he/she resigns his/her office;
 - b.) if he/she ceases to be a member of the Association;
 - c.) if he/she does not attend three consecutive meetings of the officers, unless the officers otherwise determine;
 - d.) if he/she is found to be a lunatic or becomes of unsound mind
 - e.) if he/she is convicted of any criminal offense involving fraud or dishonesty or which in the opinion of the other executive council members it would not be in the best interest of the Association or the sport of tennis for such officer to continue to serve as an officer on the Executive Council.

6. PROPERTY OF THE ASSOCIATION

The property of the Association and all moneys that may from time to time become the property of the Association shall be managed by the officers of the executive council as trustees for and on behalf of the Association and they shall each have a fiduciary duty to manage to property of the Association with reasonable care and diligence and with transparency and accountability to its membership.

7. DUTIES OF TREASURER

7.1. The Treasurer shall:

- a.) Carry out the directions of the executive council in all financial matters, keeping such accounts as they may direct.
- b.) Be the ultimate receiver and be responsible for all monies paid to the Association, issuing receipts for such payments and making appropriate entries in the book provided for this purpose.
- c.) Make all payments on behalf of the Association as the executive council shall direct, making appropriate entries in the book provided for this purpose and obtaining vouchers for such payments.
- d.) Submit an account of all monies received and expended together with all books and vouchers to the auditors.
- e.) Deposit with the Bankers of the Association in the name of the Association all monies received on account of the Association.
- f.) Sign along with the President or 1st Vice-President all negotiation documents for the withdrawal of any amount lodged with the Bankers of the Association.
- g.) Present an audited financial statement at the Annual General Meeting of the Association.

8. DUTIES OF SECRETARY

8.1. The Secretary shall carry out the directions of the Executive Council and keep such books as the Executive Council may direct. The Secretary shall be responsible for:

- a.) All correspondence of the Association.
- b.) The serving of all notices convening meetings of the Association and also Agendas covering such meeting, to be served within the time lay down in these Articles.
- c.) Attending all meetings of the Executive Council and take minutes of the Proceedings.

- d.) Notify all new members of their acceptance or non-acceptance in the Association within seven days after a decision is reached.
- e.) Keep a record of all entries of participation in competitions promoted by the Association.
- f.) Keep the record of results of each competition match played under the Association's control.

9. MEETINGS OF OFFICERS OF EXECUTIVE COUNCIL

- 9.1. Meetings of the officers of the Executive Council and of any committee of the officers may be held within or outside of Belize and may also be held virtually or via phone conference. Whilst meetings shall be at such times and dates as the officers deem necessary, it shall meet at least once every quarter of a calendar year.
- 9.2. An Officer may, if all the Officers consent, participate in a meeting of Officers or any committee of Officers by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other and an Officer participating in such a meeting by such means is deemed to be present at that meeting.
- 9.3. A meeting of the Executive Council may be convened by the president, any of the vice presidents, the secretary, or any two Officers at any time and the Secretary by direction of such officer or any two officers shall convene a meeting of the executive council.
- 9.4. Each officer of the Executive Council shall have one vote and five (5) shall form a quorum. No business shall be transacted at a meeting of Officers unless a quorum is present.
- 9.5. Any officer who absents him/herself from three (3) consecutive meetings of the Executive Council without reasonable cause shall be deemed to have vacated his/her post, unless otherwise decided by the rest of the Executive Council. The Executive Council shall take steps immediately to fill the vacancy thus created.
- 9.6. In the case of a casual vacancy in any of the offices, the Executive Council may appoint any ordinary member to fill the vacancy. An officer so appointed shall hold office for the unexpired term of his predecessor. .
- 9.7. In the case of the absence or inability to act of the President, one of the Vice-Presidents or any other officer of the Association or for any other reason that the Executive Council may deem sufficient, the Executive Council may

delegate all or any of the powers of the President to any other officer for the time being, provided that a majority of the Executive Council concurs therein.

- 9.8. 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 Executive Council.
- 9.9. The President shall, if present, preside at all meetings of the Executive Council and members; he/she shall sign all instruments which require his/her signature and shall perform all duties incident to his/her office.
- 9.10. Subject to the Act the notice of any meeting of the Executive Council 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 14 of these Articles 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. An officer may in any manner waive notice of a meeting of the executive council and attendance of an officer at a meeting of the executive council shall constitute a waiver of notice of the meeting except where an officer 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.
- 9.11. Meetings of the officers may be held at any time without formal notice if all the officers 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 officer.
- 9.12. Questions arising at any meeting of the officers 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.
- 9.13. Notwithstanding any of the foregoing provisions of these Articles a resolution in writing signed by all the officers entitled to vote on that resolution at a meeting of the officers or any committee of the officers is as valid as if it had been passed at a meeting of the officers or any committee of the officers.

10. OPERATIONS OFFICER

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

11. FOR THE PROTECTION OF OO AND OFFICERS

- 11.1. No officer of the Association (including the OO) shall be liable to the Association for:
- a.) The acts, receipts, neglects or defaults of any other officer or officer or employee or for joining in any receipt or act for conformity;
 - b.) Any loss, damage or expense incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Association for or on behalf of the Association;
 - c.) The insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Association 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 Association unless the same happens by or through his/her failure to exercise the powers and to discharge the duties of his/her office honestly and in good faith with a view to the best interests of the Association and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
 - 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 Association and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 11.2. Nothing herein contained shall relieve an officer or the COO from the duty to act in accordance with these Articles, the Act or regulations made hereunder or relieves him/her from liability for a breach thereof.

- 11.3. The OO or any other employee for the time being of the Association 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 Association, except such as are submitted to and authorized or approved by the Officers.

12. MEETINGS OF MEMBERS

- 12.1. The annual general meeting of the members shall be held on or before the 28th day of February in each year and at such time as the officers may, by resolution, determine at any place within Belize, when the accounts for the past year duly audited shall be presented, and any general business transacted. Every two (2) years the Annual General Meeting shall also entail the business of elections of officers for the ensuing two (2) years. Fourteen (14) days' notice of the AGM shall be given to Members.
- 12.2. Special meetings of the members may be convened by order of the President, any of the Vice-Presidents or by the Executive Council at any date and time and at any place within Belize.
- 12.3. The Executive Council shall, on the requisition in writing of 20% of the 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 with the secretary of the Association, and may consist of several documents in like form each signed by one or more of the requisitionists.
 - b.) if the officers 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.) the Officers shall be deemed not to have duly convened the meeting if they do not give such notice as is required by these Articles 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 these Articles and of the Act.
 - e.) A printed or written notice stating the day, hour and place of the meeting shall be given by serving notice on each member entitled to vote at such meeting, on each officer of the Association in the manner specified in paragraph 14 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 is 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 proposed for passing at the meeting.
- 12.4. 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.
 - 12.5. 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 or officer of the Association shall not invalidate any resolution passed or any proceedings taken at any meeting of the members.
 - 12.6. 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 demands 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.
 - 12.7. At every meeting at which 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 or one vote on a ballot as the case may be.
 - 12.8. 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.
 - 12.9. When the President and any of the Vice-Presidents are absent, the persons who are present and entitled to vote shall choose another officer as chairman of the meeting; but if no officer is present or all the Officers present decline to take the chair, the persons who are present and entitled to vote shall choose one of their number to be chairman.
 - 12.10. 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 officers or governing body of that body corporate or association to represent it at meetings of members of the Association.

- 12.11. 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. 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.
- 12.12. A quorum for the transaction of business at any meeting of the members shall be fifteen percent (15%) of the membership. 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 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.
- 12.13. Notwithstanding any of the foregoing provisions of these Articles a resolution in writing signed by all the members entitled to vote on that resolution at a meeting of the members is as valid as if it had been passed at a meeting of the members.
- 12.14. Notwithstanding any other article herein, the Annual General Meeting and any other meeting of either the members or the Executive council may be held virtually via any online platform the executive council deems fit or may be held as a hybrid (both physically and virtually) and shall be as valid as if held physically.

13. COMMITTEES

- 13.1. The Officers may from time to time as deemed necessary appoint committees consisting of such number of Officers or members as may be deemed desirable and may prescribe their duties.
- 13.2. 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 officers, 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.

14. NOTICES

- 14.1. Any notice or other document required by the Act or these Articles, to be sent to any member, officer or other person may be delivered personally or sent by prepaid mail, electronic mail or social media messaging (whatsapp, face book messenger), to any such person at his latest address or phone number/contact) as shown in the records of the Association.
- 14.2. 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.
- 14.3. 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 two 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 Association in writing of his new address.
- 14.4. Where a notice extending over a number of days or other period is required under any provisions of the Articles the day of sending the notice shall, unless it is otherwise provided, be counted in such number of days or other period.
- 14.5. Where a notice required under paragraph 14.1 hereof is delivered personally to the person to whom it is addressed service shall be deemed to be at the time of delivery of such notice.
- 14.6. 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.
- 14.7. Where the notice is sent by electronic mail or whatsapp, face book messenger, service is deemed to be effected on the date on which the notice is so sent.

15. EXECUTION OF INSTRUMENTS

- 15.1. Contracts, documents or instruments in writing requiring the signature of the Association may be signed by any two officers, or the Operations Officer (if any) along with another officer; and all contracts, documents and instruments in writing so signed shall be affixed with the seal of the Association approved by the Executive Council, and shall be binding upon the Association without any further authorization or formality. The officers shall have power from time to time by resolution to appoint any person on behalf of the Association either

to sign certificates, contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

- 15.2. The common seal of the Association should be affixed to contracts, documents and instruments in writing signed by officers or persons authorized by the Executive Council.
- 15.3. The signatures of any officer or the OO of the Association or of any person, appointed pursuant to paragraph 15.1 hereof by resolution of the Officers may, if specifically authorized by resolution of the Officers, be printed, engraved, lithographed or otherwise mechanically reproduced upon any contract, document or instrument in writing, executed or issued by or on behalf of the Association. Any document or instrument in writing on which the signature of any such officer, OO or person is so reproduced shall be deemed to have been manually signed by such officer, OO or person whose signature is so reproduced.

16. FINANCIAL YEAR

- 16.1. The Financial Year of the Association shall be January- December of each year.
- 16.2. The financial year of the Association shall close on the 31st of December in each year and an annual statement of accounts shall be prepared by the Honorary Treasurer and duly audited by an independent auditor to be appointed annually by the executive council and who shall not be a member of the executive council.

17. ALTERATIONS IN RULES AND LAWS

No alterations shall be made to these Articles or to any rules or regulations made by the Association or its Executive Council except at a General Meeting, for which notice containing particulars of the proposed alterations have been given to the membership at least fourteen (14) days before such meeting and unless the resolution embodying such alteration shall be carried by a majority of at least 50% of the persons present and voting at such meeting. Any Alteration made shall take effect from the first day of the month following unless the meeting shall by the like majority decide otherwise.

These Articles shall not affect the validity and legality of the Executive Council voted in on February 22, 2020 at the Association's last AGM, and said Executive Council shall be allowed to serve out its 2 year term.

DATED the 22nd day of March, Two Thousand and Twenty-Five.



Director



Secretary