

**TENNIS NEW SOUTH WALES LIMITED**  
**ACN 000 011 558**

**NOTICE OF ANNUAL GENERAL MEETING**

Notice is hereby given that the Annual General Meeting (**AGM**) of Tennis New South Wales Limited (the **Company**) will be held as a hybrid meeting (that is both in person and online) on **Thursday, 24 November 2022** at 7pm (AEDT). For those wishing to physically attend in person, the AGM will be held at the Sydney Olympic Park Tennis Centre, 2 Rod Laver Drive, Sydney Olympic Park, NSW, 2127. Members will also have the option to view and participate in the meeting online if they would prefer.

The Annexures to this Notice provide additional information on matters to be considered at the AGM. The Annexures form part of this Notice.

**BUSINESS OF THE MEETING**

<b>Item 1</b>	<b>Minutes from 2021 AGM</b> To receive and approve the minutes of the Annual General Meeting held on 23 November 2021. These minutes are attached as <u><a href="#">Annexure 1</a></u> to this Notice.
<b>Item 2</b>	<b>Financial Report – 2021/2022</b> To table the Financial Report (inclusive of the Directors' Report and the Auditor's Report) for the financial year ended 30 June 2022. This report is attached as <u><a href="#">Annexure 2</a></u> to this Notice.
<b>Item 3</b>	<b>Annual Report – 2021/2022</b> To table the Annual Report for the financial year ended 30 June 2022. A copy of the Annual Report will be published on the Tennis NSW website <u><a href="#">here</a></u> prior to the Annual General Meeting.
<b>Item 4</b>	<b>Tennis NSW Constitution (proposed Special Resolution)</b> To consider and approve a proposed new constitution for Tennis NSW which would replace the current Tennis NSW constitution in full. Supporting documents for proposed Constitution changes are set out in <u><a href="#">Annexure 3</a></u> . <i>Proposed Resolution:</i> <i>That the current Tennis NSW Constitution dated 24 November 2020 be repealed in full as at the date of this resolution and that the proposed new constitution is adopted in full as at the date of this resolution.</i>
<b>Item 5</b>	<b>Honorary Life Membership Nomination – Bill Gilmour OAM</b> To consider and approve the nomination of Bill Gilmour to be admitted as an Honorary Life Member of the Company. Supporting documents for this nomination are set out in <u><a href="#">Annexure 4</a></u> . <i>Proposed Resolution:</i> <i>That Bill Gilmour OAM be admitted as an Honorary Life Member of the Company.</i>

## PROXY FORM

If a Member is unable to participate in the AGM, they may appoint a proxy to attend and vote on their behalf (whether that be online or in person). Members are reminded that proxies are not required to be Members.

In 2022, the Tennis NSW Board will continue to utilise an online voting system, inclusive of proxies. All Members will receive a direct email from Vero, the online voting platform employed for this year's AGM with full instructions on how to complete the proxy form online via the Vero platform (if necessary). Members will be required to vote online through the Vero platform (whether in physical attendance at the AGM or attending online) or vote by appointing a proxy.

We remind our Members that if you nominate the Chair as your proxy, if you do not direct your vote your vote will be cast by the Chair as a "Yes" vote in respect of each item listed above as appropriate.

Proxies must be completed and returned to the Company (via the Vero platform) **by no later than 7.00pm on 22 November 2022**. Proxy Forms submitted after this time will not be accepted.

## ATTENDANCE

All Members will be required to access the Vero platform (through the link provided in the email received directly from Vero) prior to the AGM and indicate whether they will be attending online, in-person or will be appointing a proxy per the instructions above.

## VOTING

Members are strongly encouraged to vote.

Annexure 5 of the AGM Notice contains a table showing the number of votes for each Member.

## BY ORDER OF THE BOARD



**Darren Simpson**  
Company Secretary

2 November 2022

# Annexure 1

## Minutes of the 2021 AGM





ACN 000 011 558

**MINUTES OF THE 2021 TENNIS NSW ANNUAL GENERAL MEETING  
HELD VIRTUALLY THROUGH THE VERO VOTING PLATFORM  
ON 23 NOVEMBER 2021  
COMMENCING 7.00PM (AEST)**

**BOARD:** Melissa Achten (President), Warren Green (Vice-President), Brett Bevan, Ron Heinrich AM, Brian Morris, Rob Nienhuis, Errol Carney and Wayne Swaysland.

**MEMBERS:** See attached list

**EMPLOYEES:** Hannah McLean (Company Secretary), Clare Serafini, Tiarnna Spice, Keiran Einspinner, Maddie Kennan, Tayla Wilson.

**ATTENDEES:** Darren Simpson.

## PRELIMINARY MATTERS

### Opening meeting and welcome

Ms Achten as Chair of the meeting opened the virtual meeting and noted it was being recorded. It was further noted that a quorum of Members was present and declared the meeting open at 7:00pm and provided an acknowledgment of country.

Ms Achten noted that this was the first fully virtual AGM for Tennis NSW, which was decided to be held virtually to enable certainty in case of localised lockdowns owing the current pandemic period.

Ms Achten welcomed the Members and introduced the Board. It was noted that Vero Voting were employed to assist in delivering the AGM and Laith Tarish from Vero was noted to be in virtual attendance to assist with the running of the AGM.

The Company Secretary provided information on how to vote in the Director Elections and the process for members to ask questions during the AGM.

Apologies were noted from Carol Langsford OAM, Wendy Saville, Jan O'Neill, Brian Armstrong, Greg Doyle and all of the Members set out at Attachment 1.

Ms Achten noted the passing of Beryl Penrose-Collier, former professional player and Life Member, Craig Miller, former Head Coach for TNSW, Bill Sidwell, former professional player and Craig Watson, former CEO of TNSW and acknowledged their contribution to Tennis NSW and the wider Tennis community.

## Notice of Meeting and Agenda

Ms Achten confirmed that the Notice of Meeting had been sent to all Members and proposed that the Notice of Meeting be taken as read. There were no objections.

The agenda for the meeting was outlined.

## BUSINESS OF THE MEETING

### 1. Minutes from 2020 AGM

Ms Achten referred to the minutes of the previous AGM held on 23 November 2020. No amendments were noted and it was resolved to approve the minutes and the Chair was authorised to sign them as a correct record.

### 2. Financial Reports 2020/2021

The meeting received and considered the Financial Reports for the year ended 30 June 2021, which had been circulated with the Notice of Meeting. It was noted that members were invited to raise questions in advance of the meeting, and that no questions had been received.

Mr Green, Vice-President and Chair of the Audit and Risk Committee presented the financial reports to members, highlighting the cost containment and management during the COVID-19 period and the reduced revenue associated with the pandemic. It was noted that the cash flow is ahead on forecast and budget, with the Grassroots fund at \$20m back at pre-covid levels. Operating costs are slightly down, however membership fees remain the same and government grants have increased due to Jobkeeper. There was an increase in staff costs due to redundancy payouts and a reduction in sponsorship owed to the awards night which could not go ahead as normal. The KRA maintenance and on-costs, construction and increased depreciation were also noted.

### 3. Annual Report 2020/2021

The meeting received and considered the Annual Report for the year ended 30 June 2021.

Ms Achten presented the highlights of the 2020/2021 year, and the following points were noted:

- 45% of TNSW-affiliated venues now utilise online booking options;
- Netball season took place at KRA where the Giants and Swifts played before the lockdown period;
- Good utilisation of the ATP Cup legacy fund with over \$600k to support facility upgrades;
- VSR data continues to be utilised across the state to measure sustainability and health of our venues;
- Launch of the new TNSW strategy, Vision 2025 in July;
- The departure of Lawrence Robertson after 4 years' service and his achievements were noted;
- Will be welcoming Darren Simpson as the new CEO in December, who will have a focus on member engagement and delivering the Vision 2025 strategy.

Ms Achten thanked all the volunteers and clubs that make our sport possible.

### 4. Director Elections

As Ms Achten was a nominee in the election process, in accordance with the Constitution Mr Green as Vice-President chaired this agenda item.

Mr Green confirmed that there were three director positions to be elected, one Sydney-nominated and two Miscellaneous-nominated positions. There were three nominations for the Sydney position (Brian Morris, Wayne Pascoe and Richard Price), noting that Mr Price withdrew after the AGM notice was issued. There were four nominations for the Miscellaneous positions (Melissa Achten, Karen Littlejohn, Ginette Porteous and Wayne Swaysland). Mr Green noted the strong pool of candidates and thanked the nominees on behalf of the Board.

Mr Green outlined the process that the Board had undertaken in approving the recommendations of the Nominations, Remuneration & Governance Committee in respect of the nominees. Mr Green read the resolution of the Board in this regard as follows:

- a) *The Board is satisfied that all the nominees for election as Elected Directors are well qualified to stand for election.*
- b) *The Board supports stability and continuity of the Board and that the current board members have all worked well together including all the directors standing for re-election.*
- c) *Melissa Achten was agreed by the Nominations Working Group appointed by the Board in accordance with clause 2.3 of the TNSW Director Elections Policy to be in the top 2 of the nominees standing for election in the Miscellaneous category and is recommended to be the Board's preferred nominee; and*
- d) *In circumstances where the Nominations Working Group was unable to agree on the ranking of other nominees, the Board has declined to make a recommendation in respect of the other nominees for election.*

It was noted that each nominee was provided an opportunity to record a video in support of their nomination or to speak to the membership directly at the meeting. The nominees were then invited to speak to the meeting.

Following the nominee speeches, Mr Green invited questions on the Director Election item. There was one question received in advance of the meeting from Graeme Sticka, of Tennis Seniors. The question related to an email circulated in advance of the meeting in support of certain nominees. Mr Green noted that all nominees were given an opportunity to provide a statement that was circulated with the AGM Notice and the email referred to was not approved TNSW communications and that TNSW did not provide membership contact details to any person in respect of the election process.

Two further questions were received during the AGM directed at the nominees. It was noted that as Chair of the AGM, Mr Green had discretion in relation to matters of procedure and it was determined as a matter of fairness not to allow direct questioning of individual nominees.

Mr Green exercised his option as Chair to declare a poll for the two director elections and confirmed that the polls would be conducted by way of a secret ballot. Mr Green declared the number of proxy votes held as Chair was 35, with 6 undirected. It was confirmed that Mr Green would abstain in relation to all undirected proxies held for the director elections.

Mr Green noted that Laith Tarish from Vero will be the Returning Officer for all polls conducted tonight. It was further noted that in the Sydney-nominated category, the nominee with the highest number of votes would be elected to that position. In the Miscellaneous-nominated

category, the two nominees with the highest number of votes would be elected to those positions.

Mr Green handed over to the Company Secretary to open the voting and remind members of the voting processes.

Ms McLean opened the voting for the Sydney-nominated position and reminded members of the process for voting. Members were reminded that only one vote could be cast in this category or an abstention. Members were also reminded that all proxies received prior to the meeting were already in the system and would be automatically allocated. The Vero help line was repeated several times.

During the voting for the Sydney-nominated position, one member noted through the Q&A tab that were having difficulty voting. TNSW liaised with Vero Voting and it was confirmed that the member's vote was able to be cast and Vero confirmed receipt of that vote.

Voting was closed for the Sydney-nominated position at 7.52pm.

Ms McLean opened the voting for the Miscellaneous-nominated position and reminded members of the process for voting. Members were reminded that up to two votes could be cast in this category or an abstention. Members were also reminded that all proxies received prior to the meeting were already in the system and would be automatically allocated. The Vero help line was repeated several times.

Voting was closed for the Miscellaneous-nominated position at 7.56pm.

*The meeting was adjourned between 7.56pm – 8.08pm to allow the compiling of the Director election results.*

When the meeting resumed, Mr Green declared that:

- (a) Wayne Pascoe was elected as the Sydney-nominated Director;
- (b) Melissa Achten and Wayne Swaysland were elected as the Miscellaneous-nominated Directors.

Mr Green thanked Mr Morris on behalf of the Board for his service as a Director and his contribution to Tennis NSW over the past three years, including as Chair of the Investment Advisory Committee.

Mr Green handed back to Ms Achten to conduct the General Business of the meeting.

## 5. GENERAL BUSINESS

Ms Achten invited matters of General Business to be raised in the meeting. Ms McLean noted that several questions had been received in advance of the meeting and was invited to read out those questions.

Questions were received regarding the process for the appointment of the new CEO, Darren Simpson. Mr Green answered those questions as the Chair was conflicted in that process and not involved in the final decision. A question was received regarding the final numbers for the voting on the Director elections. Ms McLean declared that the results were as follows:

- a. Sydney-nominated Director:

- i. 223 – Brian Morris
- ii. 228 – Wayne Pascoe
- iii. 17 abstain
- b. Miscellaneous-nominated Director:
  - i. Wayne Swaysland – 233
  - ii. Melissa Achten – 229
  - iii. Karen Littlejohn – 188
  - iv. Ginette Porteous – 191
  - v. 20 votes abstain

A further question was received from a member in response to Mr Sticka's earlier question regarding an email in support of Director election nominees. Mr Brett Thomas, of Kiama & Shellharbour Tennis Club provided an explanation surrounding the email.

## 6. CLOSURE AND NEXT MEETING

There being no further business, the meeting closed at 8.25pm.

Signed as a true record of the meeting

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Chair

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Date

<b>ATTENDEES</b>	
<b>Name</b>	<b>Status</b>
Ace Tennis And Leisure	VOTING MEMBER
Allambie Heights Community Tennis Club	VOTING MEMBER
Armidale Tennis Club	VOTING MEMBER
Artarmon Community Tennis	VOTING MEMBER
Barraba Town & District Tennis Club	VOTING MEMBER
Bathurst Tennis Centre	VOTING MEMBER
Berala-Carramar Hardcourt Tennis Association	VOTING MEMBER
Blackhead Tennis Club	VOTING MEMBER
Blacktown Tennis Inc	VOTING MEMBER
Brenan Park Tennis Centre	VOTING MEMBER
Broken Hill Tennis Association	VOTING MEMBER
Bulli And District Tennis Association	VOTING MEMBER & PROXY HOLDER
Bundanoon Tennis Club	VOTING MEMBER
Canterbury-Bankstown Tennis Association	VOTING MEMBER
Caves Beach Tennis Club	VOTING MEMBER
Cessnock Tennis Club	VOTING MEMBER
Charmhaven Tennis Centre	VOTING MEMBER & PROXY HOLDER
Collaroy Tennis Club	VOTING MEMBER
Dalmeny Tennis Club Inc.	VOTING MEMBER
Eastwood-Thornleigh District Tennis Association	VOTING MEMBER
Evolve Tennis Academy	VOTING MEMBER
Forbes & District Tennis Club Inc.	VOTING MEMBER
Ginette Porteous	PROXY HOLDER
GPA Tennis	VOTING MEMBER
Graeme Sticka	PROXY HOLDER
Gunnedah Tennis Club	VOTING MEMBER
Guyra & District Tennis Association	VOTING MEMBER
Harry Beck	LIFE MEMBER
Hornsby Kuring-Gai District Tennis Association	VOTING MEMBER
Howe Park Tennis Club	VOTING MEMBER
Hunters Hill Tennis Club	VOTING MEMBER
Illawarra Suburbs Lawn Tennis Assoc	VOTING MEMBER
John Whittaker	LIFE MEMBER
Keirle Park Tennis Centre	VOTING MEMBER
Kiama & Shellharbour District Tennis Association	VOTING MEMBER & PROXY HOLDER
Kim Warwick Tennis	VOTING MEMBER
Koorlingal Tennis Club Inc.	VOTING MEMBER
Kooroora Tennis Club	VOTING MEMBER & PROXY HOLDER
Longueville Tennis Club	VOTING MEMBER
Love'N Deuce Pty Ltd	VOTING MEMBER
Melissa Achten	PROXY HOLDER
Mick Parslow	LIFE MEMBER
Millers Point Community Tennis Club	VOTING MEMBER
Milton Ulladulla District Tennis Association	VOTING MEMBER
Mona Vale Tennis Club	VOTING MEMBER
Mudgee District Tennis Club	VOTING MEMBER
Northern Suburbs Tennis Association	VOTING MEMBER
NSW Hardcourt Tennis Association Inc	VOTING MEMBER
Oak Flats Tennis Club Inc.	VOTING MEMBER
Old Bar Tennis Club	VOTING MEMBER
Parkes Tennis Club	VOTING MEMBER
Parramatta City Tennis Inc.	VOTING MEMBER
Paul'S Tennis Academy	VOTING MEMBER
South Wagga Tennis Club	VOTING MEMBER & PROXY HOLDER
Stan Pedersen	LIFE MEMBER & PROXY HOLDER
Sydney Sports Management Group	VOTING MEMBER
Tennis Macarthur	VOTING MEMBER & PROXY HOLDER
Tennis Northern Beaches	VOTING MEMBER
Tennis Valley	VOTING MEMBER
Todd Woodbridge	LIFE MEMBER
Tumut Lawn Tennis Club	VOTING MEMBER
Tweed District Tennis Association Inc.	VOTING MEMBER & PROXY HOLDER
Uralla Tennis Club	VOTING MEMBER
Vince Barclay Tennis	VOTING MEMBER
Voyager Tennis	VOTING MEMBER
Walcha District Tennis Association	VOTING MEMBER
Wayne Pascoe	PROXY HOLDER
Wyong District Tennis Association	VOTING MEMBER

<b>NON-VOTING OBSERVERS</b>	
<b>Name</b>	
Andrew Yapp	
Anthony Napoli	
Ben Stephenson	
Brett Petersen	
Chris Woodland	
Craig Smith	
Dani Scivetti	
Darren Steedman	
Ellie Ryan	
Francie Rigg	
Gavin Cowan	
Ian Campbell	
Joseph Santangelo	
Katarina McNamara	
Kathy Barber	
Kristina PejkoVIC	
Kyah Jones	
Kyle Gwynne	
Lauren Gerassimou	
Lawrence Robertson	
Mariead Cleary	
Monir Safair	
Nathan Keys	
Neil Renaud	
Nicole Kriz	
Nikita Sayle	
Patricia Marcu	
Paul Conroy	
Scott Henderson	
Shaun Mulraney	
Sonia Popat	
Stephanie Munro	
Tim White	
Troy Smith	

<b>PROXIES</b>	
<b>Name</b>	<b>Proxy Holder</b>
Ace Tennis And Leisure	Charmhaven Tennis Centre
Advantage Tennis Group	Tennis Macarthur
Albion Park Tennis Club	Kiama & Shellharbour District Tennis Association
Alstonville Tennis Club	Chairperson
Artarmon Community Tennis	Kooroora Tennis Club
Artarmon District Tennis Club	Kooroora Tennis Club
Balgowlah Tennis Club Inc.	Wayne Pascoe
Ballina Tennis Club	Wayne Pascoe
Bareena Park Tennis Club Inc	Wayne Pascoe
Bathurst Carillon City Tennis Club	Melissa Achten
Bathurst Tennis Centre	Melissa Achten
Beecroft Lawn Tennis Club	Kooroora Tennis Club
Bega Tennis Club Inc.	Bulli And District Tennis Association
Belrose Tennis Club	Chairperson
Berala-Carramar Hardcourt Tennis Association	Stan Pedersen
Blacktown Tennis Inc	Chairperson
Blayney District Tennis Club	Melissa Achten
Bowral Tennis Club	Kooroora Tennis Club
Brenan Park Tennis Centre	Chairperson
Brian Armstrong (Life Member)	Stan Pedersen
Byron Bay Tennis	Chairperson
Cagney Tennis Academy	Charmhaven Tennis Centre
Cammeray Tennis Club	Wayne Pascoe
Canterbury-Bankstown Tennis Association	Chairperson
Carol Langsford (Life Member)	Charmhaven Tennis Centre
Castlecrag Sports Club Inc	Chairperson
Caves Beach Tennis Club	Charmhaven Tennis Centre
Cessnock Tennis Club	Kooroora Tennis Club
Chatswood Tennis Club Ltd	Chairperson
Cleland Tennis Club	Kooroora Tennis Club
Club Banora	Tweed District Tennis Association Inc.
Coachwood Park Tennis Club	Bulli And District Tennis Association
Complete Tennis	Charmhaven Tennis Centre
Cooper Park Tennis	Chairperson
Corrimal Tennis Centre	Bulli And District Tennis Association
Crestwood Tennis Association Inc.	Chairperson
Dapto District Tennis Club	Bulli And District Tennis Association
Eastern Suburbs Tennis Association	Stan Pedersen
Evolve Tennis Academy	Kooroora Tennis Club
Farmborough Heights Tennis Club	Bulli And District Tennis Association
Figtree Tennis Club	Bulli And District Tennis Association
Five Dock Park Tennis Centre	Kooroora Tennis Club
Forestville Park Tennis Club	Wayne Pascoe
Forster Tennis Club	Chairperson
Gerringong Tennis Club Inc.	Chairperson
Gloucester District Tennis Association	Charmhaven Tennis Centre
Goulburn Tennis Club Inc	Chairperson
Grafton City Tennis Club	Charmhaven Tennis Centre
Graham Park Tennis Club	Kiama & Shellharbour District Tennis Association
Grand Slam Tennis	Kooroora Tennis Club
Greg Doyle (Life Member)	Chairperson
Helensburgh & District Tennis Club	Bulli And District Tennis Association
Hills District Tennis Association	Chairperson
Howe Park Tennis Club	Chairperson
Hunters Hill Tennis Club	Graeme Sticka
Illawarra Suburbs Lawn Tennis Assoc	Chairperson
In Deep Tennis & Fitness	Kooroora Tennis Club
Inverell Tennis Club	Chairperson
Jamberoo Tennis Club Inc.	Kiama & Shellharbour District Tennis Association
Jan O'Neill (Life Member)	Kiama & Shellharbour District Tennis Association
Jensen's Tennis Centre / City Community Tennis	Chairperson
Junction Hill Tennis Club	Wayne Pascoe
Ken Rose (Life Member)	Chairperson
Kendall Tennis Club	Kooroora Tennis Club
Killara Lawn Tennis Club	Chairperson
Kim Warwick Tennis	Kooroora Tennis Club
Kooroora Tennis Club Inc.	Kooroora Tennis Club
Lake Macquarie Tennis Centre	Charmhaven Tennis Centre
Lane Cove Tennis Club Inc.	Kooroora Tennis Club

Lane Cove West Tennis Club	Kooroora Tennis Club
Lismore Tennis Club	Charmhaven Tennis Centre
Longueville Tennis Club	Chairperson
Love'N Deuce Pty Ltd	Kooroora Tennis Club
Malcolm Bergmann OAM (Life Member)	Chairperson
Manly Lawn Tennis Club	Chairperson
Marconi Tennis Academy	Melissa Achten
Marrickville & District Hardcourt Tennis Assoc.	Stan Pedersen
Max Tennis	Chairperson
Meadows Tennis Club	Bulli And District Tennis Association
Merimbula Tennis Club	Bulli And District Tennis Association
Milton Ulladulla District Tennis Association	Bulli And District Tennis Association
Minnamurra Tennis Club Inc.	Kiama & Shellharbour District Tennis Association
Mosman Lawn Tennis Club	Kooroora Tennis Club
Mount Hutton Tennis Club	Kooroora Tennis Club
Mt Kembla Tennis Club	Bulli And District Tennis Association
Mullumbimby Tennis Association	Charmhaven Tennis Centre
Nareena HillsTennis Club	Bulli And District Tennis Association
Narrandera Tennis Club	Chairperson
Nelson Bay Tennis Club	Chairperson
Nepean District Tennis Association Inc	Chairperson
Newcastle & District Tennis Association	Charmhaven Tennis Centre
Newcastle Community Tennis Centre	Charmhaven Tennis Centre
Newcastle Tennis Club Inc	Chairperson
Northern Suburbs Tennis Association	Kooroora Tennis Club
Northern Suburbs Ladies Midweek Tennis Association	Kooroora Tennis Club
NSW Hardcourt Tennis Association Inc	Stan Pedersen
Ocean Shores Tennis Club Inc	Charmhaven Tennis Centre
Parkes Tennis Club	Chairperson
Parramatta City Tennis Inc.	Stan Pedersen
Paul'S Tennis Academy	Ginette Porteous
Pinecourt Tennis Club	Bulli And District Tennis Association
Pottsville Beach Tennis Club Inc.	Tweed District Tennis Association Inc.
Railway Tennis Club	Bulli And District Tennis Association
Raymond Terrace & District Tennis Club	Charmhaven Tennis Centre
Rod Fahey Tennis School	Melissa Achten
Roseville Lawn Tennis Club	Chairperson
Ryde Balmain Tennis	Stan Pedersen
Sawtell Tennis Club	Charmhaven Tennis Centre
Shoalhaven District tennis Assoc.	Chairperson
South Swansea Tennis Club	Charmhaven Tennis Centre
Sports Management Group	Chairperson
St James Park Tennis Club	Bulli And District Tennis Association
St Joseph's College	Chairperson
Stanwell Park Tennis Club	Bulli And District Tennis Association
Station Street Courts	Bulli And District Tennis Association
Stockton Tennis Club	Chairperson
Sydney Maccabi Tennis Club	Chairperson
Sydney Uni Tennis	Chairperson
Sylvania Waters Tennis Centre	Kooroora Tennis Club
Tennis Central	Kooroora Tennis Club
Tennis Seniors NSW	Graeme Sticka
Tennis Sydney Inc	Charmhaven Tennis Centre
Tennis Terranora	Tweed District Tennis Association Inc.
Tennis Valley	Kooroora Tennis Club
Tennis Wollongong Inc.	Bulli And District Tennis Association
The Entrance District Tennis Club	Charmhaven Tennis Centre
The Neutral Bay Club	Wayne Pascoe
The Royal Sydney Golf Club	Kooroora Tennis Club
The Scots College	Chairperson
Trumper Park Tennis Centre	Chairperson
Tweed Heads Tennis Club Inc	Tweed District Tennis Association Inc.
Twin Towns Tennis Club Inc.	Charmhaven Tennis Centre
Unanderra Tennis Club	Bulli And District Tennis Association
Uranquity Tennis Club Inc	South Wagga Tennis Club
Wagga Wagga Tennis Association	South Wagga Tennis Club
Wendy Saville (Life Member)	Charmhaven Tennis Centre
West Port Macquarie Tennis Club	Chairperson
Westside Tennis Club	Charmhaven Tennis Centre
Wingecarribee Tennis Association	Kiama & Shellharbour District Tennis Association
Wiseman Park Tennis Club	Bulli And District Tennis Association

Young Tennis Club	South Wagga Tennis Club
Zone Tennis Pty	Chairperson
<b>APOLOGIES</b>	
<b>Name</b>	
Advantage Tennis Group	
Albion Park Tennis Club	
Alstonville Tennis Club	
Ballina Tennis Club	
Bathurst Carillon City Tennis Club	
Beecroft Lawn Tennis Club	
Bega Tennis Club Inc.	
Belrose Tennis Club	
Blacktown Venue Management (Stanhope Gardens)	
Bombala Tennis Club	
Bowral Tennis Club	
Byron Bay Tennis	
Cagney Tennis Academy	
Cammeray Tennis Club	
Castlecrag Sports Club Inc	
Chatswood Tennis Club Ltd	
Club Banora	
Coachwood Park Tennis Club	
Complete Tennis	
Corrimal Tennis Centre	
Dapto District Tennis Club	
Eastern Suburbs Tennis Association	
Farmborough Heights Tennis Club	
Figtree Tennis Club	
Five Dock Park Tennis Centre	
Forestville Park Tennis Club	
Forster Tennis Club	
Gerringong Tennis Club Inc.	
Gloucester District Tennis Association	
Goulburn Tennis Club Inc	
Grafton City Tennis Club	
Graham Park Tennis Club	
Grand Slam Tennis	
Helensburgh & District Tennis Club	
Hills District Tennis Association	
Inverell Tennis Club	
Jamberoo Tennis Club Inc.	
Jensen's Tennis Centre / City Community Tennis	
Junction Hill Tennis Club	
Killara Lawn Tennis Club	
Lane Cove Tennis Club Inc.	
Lismore Tennis Club	
Manly Lawn Tennis Club	
Marconi Tennis Academy	
Marrickville & District Hardcourt Tennis Assoc.	
Meadows Tennis Club	
Merimbula Tennis Club	
Millers Point Community Tennis Club	
Mount Hutton Tennis Club	
Mt Kembla Tennis Club	
Mullumbimby Tennis Association	
Nareena HillsTennis Club	
Narrandera Tennis Club	
Nelson Bay Tennis Club	
Newcastle & District Tennis Association	
Newcastle Community Tennis Centre	
Newcastle Tennis Club Inc	
Northern Suburbs Ladies Midweek Tennis Association	
Ocean Shores Tennis Club Inc	
Pinecourt Tennis Club	
Pottsville Beach Tennis Club Inc.	
Railway Tennis Club	
Raymond Terrace & District Tennis Club	
Roseville Lawn Tennis Club	
Ryde Balmain Tennis	
San Isidore Tennis Club	

Sawtell Tennis Club	
Shoalhaven District tennis Assoc.	
South Swansea Tennis Club	
Sports Management Group	
St James Park Tennis Club	
Station Street Courts	
Stockton Tennis Club	
Sylvania Waters Tennis Centre	
Tennis Central	
Tennis Seniors NSW	
Tennis Sydney Inc	
Tennis Terranora	
Tennis Wollongong Inc.	
The Entrance District Tennis Club	
Tony Podesta School Of Tennis	
Trumper Park Tennis Centre	
Tweed Heads Tennis Club Inc	
Twin Towns Tennis Club Inc.	
Unanderra Tennis Club	
Uranquinty Tennis Club Inc	
Wagga Wagga Tennis Association	
West Port Macquarie Tennis Club	
Westside Tennis Club	
Wingecarribee Tennis Association	
Wiseman Park Tennis Club	

# Annexure 2

## Financial Report 2021/2022



**Tennis New South Wales Limited**  
**ACN 000 011 558**

**Annual Financial Report**  
**30 June 2022**

# Tennis New South Wales Limited

ACN 000 011 558

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# Tennis New South Wales Limited

## Directors' report

### For the year ended 30 June 2022

The directors present their report together with the financial report of Tennis New South Wales Limited ("the Company" or "Tennis NSW") for the financial year ended 30 June 2022 and the auditor's report thereon.

#### 1 Directors

Director	Period as Director
Ms M. Achten, Sports Administrator (President)	20.11.18 to present
Mr B. Morris, Retired	20.11.18 to 23.11.21
Mr W. Swaysland, Travel Industry Consultant	20.11.18 to present
Mr W. Green, Management Consultant and Company Director	02.07.19 to present
Mr B. Bevan, Tennis Operator	24.11.20 to present
Mr E. Carney, Tennis Operator	24.11.20 to present
Mr R. Heinrich, Lawyer	24.11.20 to present
Mr R. Nienhuis, Management Consultant and Company Director	24.11.20 to present
Ms A. Ruchin, Certified Practising Accountant	10.08.21 to 12.11.21
Mr W. Pascoe, Property Advisor	23.11.21 to present
Ms LM. Lochner, Chartered Accountant & Company Secretary	11.04.22 to present
Ms B. McLoughlin, General Manager	11.04.22 to present
<b>Chief Executive Officer</b>	
Mr L. Robertson	07.06.17 to 29.10.21
Mr D. Simpson	16.12.21 to present

#### Related Parties

The Company, being an Associate member of Tennis Australia (TA), receives shared services benefits from TA. These benefits include accounting, human resources, legal, information technology and integrity and compliance resources. These services were provided for nil consideration.

#### 2 Directors' Meetings

The number of directors' meetings (including meetings of committees of directors) and number of meetings attended by each of the directors of the Company during the financial year are:

Director	Board Meetings		Audit and Risk / Audit, Risk & Investment Committee		Investment Advisory Committee*		Nomination Remuneration & Governance Committee		Metro Sydney Management Committee		Tennis Country Management Committee	
	A	B	A	B	A	B	A	B	A	B	A	B
M Achten	13	13	-	-	-	-	5	5	-	-	-	-
B Bevan	13	13	-	-	-	-	5	5	-	-	6	6
E Carney	13	11	-	-	-	-	-	-	-	-	6	6
W Green	13	10	9	9	3	2	-	-	-	-	-	-
R Heinrich	13	12	9	9	-	-	-	-	5	5	-	-
LM Lochner	2	2	2	2	-	-	-	-	-	-	-	-
B McLoughlin	2	2	-	-	-	-	1	1	-	-	-	-
B Morris	7	6	-	-	3	3	-	-	3	3	-	-
R Nienhuis	13	11	9	8	3	2	-	-	-	-	3	1
W Pascoe	8	8	-	-	-	-	2	2	2	2	-	-
A Ruchin	4	3	2	2	-	-	-	-	-	-	-	-
W Swaysland	13	12	-	-	-	-	5	5	5	5	-	-

A - Number of meetings held during the time the director held office during the year

B - Number of meetings attended

\*In December 2021 the Board determined to merge the Audit & Risk Committee with the Investment Advisory Committee, with the new body known as the Audit, Risk & Investment Committee.

# Tennis New South Wales Limited

## Directors' report

### For the year ended 30 June 2022

#### 3 Company Particulars and Company Secretary

The address of the Company's registered office is 1 Rod Laver Drive, Sydney Olympic Park, NSW, 2127. The Company Secretary was Hannah McLean (Tennis NSW Head of Governance, Integrity & Risk) from the commencement of the financial year until 9 February 2022. Darren Simpson (Tennis NSW Chief Executive Officer) was appointed as the Company Secretary, with effect from 31 January 2022.

#### 4 The Company, Objectives, Strategic Direction and Risks

The Constitution states that the objects for which the Company is established are to:

- a) govern, promote and develop tennis in New South Wales;
- b) be the principal body for the governance of tennis in New South Wales and to settle disputes relating to Tennis in New South Wales;
- c) uphold and maintain the rules and regulations of tennis in New South Wales;
- d) organise, conduct and promote tennis matches, tournaments, championships, events and activities in New South Wales;
- e) construct, furnish and maintain any tennis courts or other grounds, buildings or works for use in tennis matches, tournaments, championships, events and activities in New South Wales;
- f) assist and encourage communication between Members;
- g) assist Members to promote and develop tennis in New South Wales; and
- h) do all things incidental to assisting in achieving the objects of the Company.

In July 2021, the Company published its refreshed strategic plan: Vision 2025. In this strategic plan, the Company outlined its purpose, role and key strategic pillars and strategic foundations for the next four years.

The purpose of the Company is to foster a love of tennis in every NSW community. Its role is to inspire, empower and engage the NSW tennis family to help grow our game. Our ambitions are as follows:

- To be Australia's #1 sport for life
- To be Australia's #1 performing state on-court
- To be recognised as one of Australia's leading State Sporting Organisations

Vision 2025 also outlines that in order to deliver on our strategic plan, we will once again work in close partnership with our Clubs, Coaches and Councils to best serve our Players, Parents and our valued Volunteer workforce.

##### Strategic Pillars

- Play – To support Clubs and Coaches to get more people playing tennis more often
- Places – To assist Clubs, Coaches and Councils to invest in and operate sustainable venues
- Pathways – To build a performance pathway that will support the development of NSW's best talent at State, National and International level

##### Strategic Foundations

- Promote & Connect – To promote our sport and connect with our tennis family with meaning and passion
- Future Proof – To ensure our governance, finances and culture are best practice and perfectly placed to support the Company into the future

In February 2020 as part of an annual strategy and risk planning process, the Board, together with Senior Management, identified key strategic risks facing Tennis NSW, including:

- Financial;
- Member;
- Participation;
- Child Safety;
- Employee; and
- Governance

The Board continue to monitor the risks and potential impact of the COVID-19 pandemic through the Audit & Risk Committee regularly meeting with Senior Management to agree and monitor contingency plans.

#### 5 Principal Activities

The Company is a public company limited by guarantee and is a not-for-profit organisation.

The principal activities of the Company during the financial year were to govern, promote and develop the game of tennis in New South Wales.

There was no significant change in the nature of these activities during the financial year.

#### 6 Performance Measures

The Company measures its performance based on its ability to promote the sport of Tennis in NSW and increase numbers of participation. The key performance measures include the number of players engaging in competition and events, participation across various demographics throughout the state, the number of affiliated Clubs and investment in infrastructure, professional and grassroots tennis.

# Tennis New South Wales Limited

## Directors' report

### For the year ended 30 June 2022

#### 7 Operating and Financial Review

The Company's net result for the year ended 30 June 2022 was a deficit of \$3,917,484 (2021: surplus of \$424,664).

During the financial year, the Company received COVID-19 government support in the form of JobSaver payments, which ceased in November 2021.

Before considering realised investment income, the operating deficit excluding depreciation and amortisation was (\$200,276) (2021: \$606,220). The directors believe a continuing focus on cost control will be essential for the Company's performance as the potential long-term impacts of the COVID-19 crisis on revenue are realised in future financial years.

#### 8 Significant Changes in the State of Affairs

In the opinion of the directors there were no significant changes in the state of affairs of the Company that occurred during the financial year under review.

#### 9 Likely Developments

The COVID-19 pandemic has undoubtedly provided a fresh set of challenges for the management and governance of the Company in both the short and the medium term.

The Company's approach to financial management coming out of the pandemic is to continue to pursue the Vision 2025 strategic plan, noting that its long-term planning will be dependent on the size and scale of the Australian Open tournament, which is due to be staged in Melbourne in January 2023. The Company is reliant on Tennis Australia, as its principal source of funding, to support the Company's operations, staffing and programming and it has built its plans on a range of financial scenarios that it may face in the next 12- 24 months.

The Company's focus will continue to be on maximising its support of the Membership, managing its costs base and cash position. The Company will continue to explore ways to encourage and facilitate the growth and success of tennis clubs and coaches and to assist councils to invest in and support sustainable tennis venues. At the same time, the Company will ensure that it takes all appropriate steps to promote the wellbeing and development of the Company's employees.

The Company is fortunate to have substantial reserves. Given the impact of the pandemic on the financial position and projections of Tennis Australia, it will be necessary for the Company to call upon those reserves to support the business over the next 12-24 months, in addition to utilising an approved amount to help improve tennis facilities across NSW. While neither the Directors nor the Management of the Company have any concern about the ongoing solvency of the Company, the Board recognises the imperative of managing the use of the reserves in a prudent manner.

During 2019, the Company received \$50,500,000 plus GST and interest from Sydney Olympic Park Authority (SOPA) to be spent on redevelopment of the Ken Rosewall Arena. As a result of this, Tennis NSW are now responsible for the ongoing management and maintenance of the entire Sydney Olympic Park Tennis Centre site. At the time of writing, an application to the NSW Government's WestInvest Fund is pending which, if successful, would provide funding for Stage 2 of the proposed project first approved in 2018.

#### 10 Environmental Regulations

The Company's operations are not subject to any significant environmental regulations under Commonwealth, State or Territory legislation.

The directors are not aware of any significant breaches of environmental regulations during the period covered by this report.

#### 11 Indemnification and Insurance of Officers

##### Indemnification

The Company has agreed to indemnify the directors and officers of the Company against all liabilities to another person (other than the Company or a related body corporate) that may arise from their position as directors of the Company, except where the liability arises out of conduct involving a lack of good faith. The agreement stipulates that the Company will meet the full amount of any such liabilities, including costs and expenses.

Tennis New South Wales Limited  
Directors' report  
For the year ended 30 June 2022

**11 Indemnification and Insurance of Officers (continued)**

**Insurance Premiums**

Tennis Australia, through a national insurance scheme, provides the Company with directors' and officers' liability and legal expense insurance for current and former directors and officers of the Company. The continuity of insurance has been maintained during the year.

**12 Lead Auditor's Independence Declaration Under Section 307C of the Corporations Act**

The lead auditor's independence declaration is located at page 7.

**13 Officers of the Company who were previously Partners of the Audit Firm**

Nil.

**14 Members Equity**

The Company is incorporated under the Corporations Act 2001 and is an entity limited by guarantee. If the Company is wound up, the constitution states that each member is required to contribute a maximum of \$20.00 each towards meeting any obligations of the Company. At 30 June 2022 the number of members was 486 (2021: 485).

**15 Subsequent Events**

There have been no events subsequent to balance date which would have a material effect on the Company's financial statements.

This report is made in accordance with a resolution of the directors:



M. Achten  
*President*



W. Green  
*Vice President*  
*Chair of the Audit, Risk & Investment Committee*

Dated at Sydney      18      day of      October      2022.

To the Board of Directors of Tennis New South Wales Limited

**Auditor's Independence Declaration under section 307C of the *Corporations Act 2001***

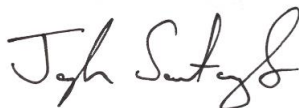
As lead audit director for the audit of the financial statements of Tennis New South Wales Limited for the financial year ended 30 June 2022, I declare that to the best of my knowledge and belief, there have been no contraventions of:

- (a) the auditor independence requirements of the *Corporations Act 2001* in relation to the audit; and
- (b) any applicable code of professional conduct in relation to the audit.

Yours sincerely



**Nexia Sydney Audit Pty Ltd**



**Joseph Santangelo**

Director

18 October 2022

# Tennis New South Wales Limited

## Statement of profit or loss and other comprehensive income

For the year ended 30 June 2022

	Note	2022	2021
Revenue		2,802,098	2,068,013
<b>Total revenues</b>	4	<b>2,802,098</b>	<b>2,068,013</b>
Other income		3,894,878	3,418,011
<b>Total other income</b>	5	<b>3,894,878</b>	<b>3,418,011</b>
<b>Expenses</b>			
Administration expenses		646,623	453,369
Legal, professional and settlement expenses		264,643	322,770
Marketing expenses		140,451	188,921
Salaries and related expenses		4,029,327	4,114,087
Tennis development expenses		534,283	172,321
Tournaments and competitions expenses		118,130	165,853
Venue expenses		3,800,207	3,331,319
Other expenses		51,456	22,013
<b>Total expenses</b>	6	<b>9,585,120</b>	<b>8,770,653</b>
<b>Operating deficit</b>		<b>(2,888,144)</b>	<b>(3,284,629)</b>
Finance income		1,089,286	3,910,900
Finance costs		(2,118,626)	(201,607)
<b>Net finance (costs)/income</b>	7	<b>(1,029,340)</b>	<b>3,709,293</b>
<b>(Deficit)/Surplus for the year</b>		<b>(3,917,484)</b>	<b>424,664</b>

The statement of profit or loss and other comprehensive income is to be read in conjunction with the notes to the financial statements.

# Tennis New South Wales Limited

## Statement of financial position

As at 30 June 2022

	Note	2022	2021
<b>Assets</b>			
Cash and cash equivalents	9a	1,846,240	1,337,082
Cash held for provisions	9b	674,683	408,735
Trade and other receivables	10	1,281,723	1,222,519
Other assets	11	47,076	14,148
<b>Total current assets</b>		<b>3,849,722</b>	<b>2,982,484</b>
Financial assets	12	17,217,317	19,114,928
Intangible assets	13	49,652	247,542
Property, plant and equipment	14	48,180,326	50,350,126
Right-of-use assets	15	2,476,262	2,591,437
<b>Total non-current assets</b>		<b>67,923,557</b>	<b>72,304,033</b>
<b>Total assets</b>		<b>71,773,279</b>	<b>75,286,517</b>
<b>Liabilities</b>			
Trade payables and other payables	16	882,825	435,452
Employee benefits	17	361,410	289,727
Income received in advance	18	550,549	660,030
Other liabilities	19	124,007	284,940
Provisions	20	631,169	408,735
Lease liabilities	21	79,414	76,360
<b>Total current liabilities</b>		<b>2,629,374</b>	<b>2,155,244</b>
Employee benefits	17	63,633	54,105
Lease liabilities	21	2,540,348	2,619,760
<b>Total non-current liabilities</b>		<b>2,603,981</b>	<b>2,673,865</b>
<b>Total liabilities</b>		<b>5,233,355</b>	<b>4,829,109</b>
<b>Net assets</b>		<b>66,539,924</b>	<b>70,457,408</b>
<b>Members' equity</b>			
Retained earnings		1,654,079	2,339,553
Grassroots and facilities reserve		18,879,410	20,055,132
KRA leasehold improvements reserve		46,006,435	48,062,723
<b>Total members' equity</b>		<b>66,539,924</b>	<b>70,457,408</b>

The statement of financial position is to be read in conjunction with the notes to the financial statements.

## Tennis New South Wales Limited Statement of changes in equity

As at 30 June 2022

	Grassroots & Facilities Reserve	KRA Leasehold Improvements Reserve	Retained Earnings	Total Equity
Balance at 1 July 2020	16,888,416	-	53,144,328	70,032,744
<b>Total comprehensive income for the period</b>				
Surplus for the year	-	-	424,664	424,664
Unrealised gain on financial assets	2,623,805	-	(2,623,805)	-
Transfer in/(out) of fund income	877,159	-	(877,159)	-
Realised gain on sale of financial assets	314,642	-	(314,642)	-
Fund income distributed to Operations	(648,890)	-	648,890	-
Transfer from retained earnings: net KRA project revenue	-	51,141,389	(51,141,389)	-
Transfer from retained earnings: accumulated depreciation	-	(3,078,666)	3,078,666	-
Balance at 30 June 2021	20,055,132	48,062,723	2,339,553	70,457,408
Balance at 1 July 2021	20,055,132	48,062,723	2,339,553	70,457,408
<b>Total comprehensive income for the period</b>				
Surplus for the year	-	-	(3,917,484)	(3,917,484)
Unrealised loss on financial assets	(1,906,882)	-	1,906,882	-
Transfer in/(out) of fund income	710,843	-	(710,843)	-
Realised gain on sale of financial assets	270,317	-	(270,317)	-
Fund income distributed to Operations	(250,000)	-	250,000	-
Transfer to retained earnings: accumulated depreciation	-	(2,056,288)	2,056,288	-
Balance at 30 June 2022	18,879,410	46,006,435	1,654,079	66,539,924

The statement of changes in equity is to be read in conjunction with the notes to the financial statements.

# Tennis New South Wales Limited

## Statement of cash flows

For the year ended 30 June 2022

	Note	2022	2021
<b>Cash flows from operating activities</b>			
Cash receipts from customers		5,656,264	4,962,320
Cash receipts from Government		1,031,214	1,185,850
Cash paid to suppliers and employees		(7,148,488)	(6,513,850)
Interest received		363	669
<b>Net cash used in operating activities</b>	22a	<b>(460,647)</b>	<b>(365,011)</b>
<b>Cash flows from investing activities</b>			
Dividends and interest received relating to investments		1,001,661	681,679
Proceeds from investments		1,998,416	2,273,694
Purchases of investments		(1,737,528)	(1,995,867)
Payments for investment management		(107,763)	(94,625)
Acquisition of property, plant and equipment and intangibles		(204,640)	(11,048)
<b>Net cash from investing activities</b>		<b>950,146</b>	<b>853,833</b>
<b>Cash flows from financing activities</b>			
Lease payments (principal and interest)		(180,341)	(168,246)
<b>Net cash used in financing activities</b>		<b>(180,341)</b>	<b>(168,246)</b>
Net increase in cash and cash equivalents		309,158	320,576
Cash and cash equivalents at 1 July		1,337,082	1,216,506
Impact of Sinking Fund contribution		200,000	(200,000)
<b>Cash and cash equivalents at 30 June</b>	22b	<b>1,846,240</b>	<b>1,337,082</b>

The statement of cash flows is to be read in conjunction with the notes to the financial statements.

# Tennis New South Wales Limited

## Notes to the financial statements

### 1 Reporting entity

Tennis New South Wales Limited (the "Company") is a company domiciled in Australia. The Company is limited by guarantee and not part of a group. The address of the Company's registered office is:

Sydney Olympic Park Tennis Centre  
1 Rod Laver Drive  
Sydney Olympic Park, NSW

The Company is a not for profit entity and the principal activities of the Company during the course of the financial year were the promotion and development of the game of tennis in New South Wales.

### 2 Basis of preparation

#### (a) Statement of compliance

The general purpose financial statements have been prepared in accordance with the Australian Accounting Standard - Simplified Disclosures issued by the Australian Accounting Standards Board ('AASB') and the Corporations Act 2001, as appropriate for not-for-profit oriented entities.

The Company has adopted the revised Conceptual Framework from 1 July 2021. The Conceptual Framework contains new definition and recognition criteria as well as new guidance on measurement that affects several Accounting Standards, but it has not had a material impact on the Company's financial statements.

The Company has adopted AASB 1060 General Purpose Financial Statements - Simplified Disclosures for For-Profit and Not-for-Profit Tier 2 Entities from 1 July 2021. The standard provides a new Tier 2 reporting framework with simplified disclosures that are based on the requirements of IFRS for SMEs. As a result, there is increased disclosure in these financial statements for key management personnel and related parties.

The financial statements were approved by the Board of Directors on 19th October 2022.

#### (b) Basis of measurement

The financial statements have been prepared on the historical cost basis except for financial instruments and trading investments which are measured at fair value.

#### (c) Functional and presentation currency

The financial report is presented in Australian dollars, which is the Company's functional currency.

#### (d) Use of estimates and judgements

The preparation of financial statements requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected.

#### (e) Comparatives

Where necessary, comparative information has been reclassified to achieve consistency in disclosure with current year financial information.

#### (f) Going concern

As noted in Note 26, the Company is reliant upon Tennis Australia and receives grant funding that forms an integral part of the funding required for the Company to achieve its short and long term objectives.

In the unlikely event that grant funding from Tennis Australia should cease, or be reduced, it is the view of the Directors that the Company would still be able to continue meeting the above objectives, albeit to a lesser extent.

The Directors have concluded that it is appropriate that these financial statements are prepared on a going concern basis, taking regard of the above and while acknowledging the uncertainties around forecasting financials in the COVID-19 environment. The Directors acknowledge that such uncertainties do not represent material uncertainties related to going concern.

# Tennis New South Wales Limited

## Notes to the financial statements

### 3 Significant accounting policies

#### (a) Financial instruments

##### (i) Recognition, initial measurement of derecognition

Financial assets and financial liabilities are recognised when the Company becomes a party to the contractual provisions of the financial instrument, and are measured initially at fair value adjusted by transaction costs, except for those carried at fair value through profit or loss, which are measured initially at fair value. Subsequent measurement of financial assets and financial liabilities are described below.

Financial assets are derecognised when the contractual rights to the cash flows from the financial asset expire, or when the financial asset and all substantial risks and rewards are transferred. A financial liability is derecognised when it is extinguished, discharged, cancelled or expires.

##### (ii) Classification and subsequent measurement of financial assets

Except for those trade receivables that do not contain a significant financing component and are measured at the transaction price, all financial assets are initially measured at fair value adjusted for transaction costs (where applicable).

For the purpose of subsequent measurement, financial assets other than those designated and effective as hedging instruments are classified into the following categories upon initial recognition:

- Amortised cost
- Fair value through profit or loss (FVPL)
- Equity instruments at fair value through other comprehensive income (FVOCI)

All income and expenses relating to financial assets that are recognised in profit or loss are presented within finance costs, finance income or other financial items, except for impairment of trade receivables which is presented within other expenses.

Classifications are determined by both:

- The Company's business model for managing the financial asset
- The contractual cash flow characteristics of the financial assets

##### (iii) Subsequent measurement of financial assets

###### *Financial assets at amortised cost*

Financial assets are measured at amortised cost if the assets meet the following conditions (and are not designated as FVPL):

- They are held within a business model whose objective is to hold the financial assets and collect its contractual cash flows
- The contractual terms of the financial assets give rise to cash flows that are solely payments of principal and interest on the principal amount outstanding

After initial recognition, these are measured at amortised cost using the effective interest method. Discounting is omitted where the effect of discounting is immaterial. The Company's cash and cash equivalents, trade and most other receivables fall into this category of financial instrument as well as long-term deposits that were previously classified as loans and receivables under AASB 139.

The Company do not hold any financial assets at FVOCI.

##### (iv) Loans and receivables

Other non-derivative financial instruments are measured at amortised cost using the effective interest method, less any impairment losses.

##### (v) Cash and cash equivalents

Cash and cash equivalents comprise cash balances and call deposits with maturities of three months or less from the acquisition date that are subject to an insignificant risk of changes in their fair value, and are used by the Company in the management of its short-term commitments.

##### (vi) Non-derivative financial liabilities

The Company has the following non-derivative financial liabilities: trade and other payables.

Financial liabilities are initially measured at fair value, and, where applicable, adjusted for transaction costs unless the Company designated a financial liability at fair value through profit or loss.

Subsequently, financial liabilities are measured at amortised cost using the effective interest method except for derivatives and financial liabilities designated at FVPL, which are carried subsequently at fair value with gains or losses recognised in profit or loss.

All interest-related charges and, if applicable, changes in an instrument's fair value that are reported in profit or loss are included within finance costs or finance income.

# Tennis New South Wales Limited

## Notes to the financial statements

### 3 Significant accounting policies (continued)

#### (b) Property, plant and equipment

##### (i) Recognition and measurement

Items of property, plant and equipment are measured at cost or deemed cost less accumulated depreciation (see below) and accumulated impairment losses. The cost of property, plant and equipment at 1 July 2004, the date of transition to AASBs, was determined by reference to its cost at that date.

Cost includes expenditures that are directly attributable to the acquisition of the asset. The cost of self-constructed assets includes the cost of materials, direct labour, the initial estimate, where relevant, of the costs of dismantling and removing the items and restoring the site on which they are located, and an appropriate proportion of production overheads. Purchased software that is integral to the functionality of the related equipment is capitalised as part of that equipment.

Where parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment. Any gain or loss on disposal of an item of property, plant and equipment (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

##### (ii) Subsequent costs

Subsequent expenditure is capitalised only when it is probable that the future economic benefits associated with the expenditure will flow to the Company. Ongoing repairs and maintenance are expensed as incurred.

##### (iii) Depreciation

Depreciation is recognised in profit or loss on a straight-line basis over the estimated useful lives of each part of an item of property, plant and equipment.

The estimated useful lives in the current and comparative periods are as follows:

• Leasehold Buildings and Stands	3 - 20 years
• Plant and equipment	1 - 20 years
• Courts & court equipment	5 - 25 years
• SOPTC Grounds	10 - 20 years
• Australian Tennis Museum (ATM)	2 - 20 years
• KRA leasehold Improvements	20 - 25 years

The residual value, the useful life and the depreciation method applied to an asset are reassessed at least annually.

#### (c) Intangible assets

##### (i) Recognition and measurement

Intangible assets that are acquired by the Company, which have finite useful lives, are measured at cost less accumulated amortisation and accumulated impairment losses.

##### (ii) Subsequent expenditure

Subsequent expenditure is capitalised only when it increases the future economic benefits embodied in the specific asset to which it relates.

##### (iii) Amortisation

Amortisation is recognised in profit or loss on a straight-line basis over the estimated useful life of intangible assets, other than goodwill, from the date they are available for use. The estimated useful life for the current and comparative periods are as follows:

• Leases	25 years
----------	----------

Amortisation methods, useful lives and residual values are reviewed each reporting date and adjusted if appropriate.

#### (d) Impairment

##### (i) Financial assets (including receivables)

AASB 9's impairment requirements use more forward-looking information to recognise expected credit losses - the 'expected credit losses (ECL) model'. Instruments within the scope of the new requirements include loans and other debt-type financial assets measured at amortised cost.

The Company makes use of a simplified approach in accounting for trade and other receivables and records the loss allowance at the amount equal to the expected lifetime credit losses. In using this practical expedient, the Company uses its historical experience, external indicators and forward-looking information to calculate the expected credit losses using a provision matrix.

# Tennis New South Wales Limited

## Notes to the financial statements

### 3 Significant accounting policies (continued)

#### (d) Impairment (continued)

##### (ii) Non-financial assets

The carrying amounts of the Company's non-financial assets, other than inventories, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists then the asset's recoverable amount is estimated.

An impairment loss is recognised if the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. A cash-generating unit is the smallest identifiable asset group that generates cash flows that largely are independent from other assets and groups. Impairment losses are recognised in profit or loss. Impairment losses recognised in respect of cash-generating units are allocated first to reduce the carrying amount of any goodwill allocated to the units and then to reduce the carrying amount of the other assets in the unit (group of units) on a pro rata basis.

The recoverable amount of an asset or cash-generating unit is the greater of its value in use and its fair value less costs to sell. Impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount.

An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

#### (e) Employee benefits

##### (i) Long-term employee benefits

The Company's net obligation in respect of long-term service benefits is the amount of future benefit that employees have earned in return for their service in the current and prior periods. The obligation is calculated using expected future increases in wage and salary rates including related on-costs and expected settlement dates, and is discounted using the rates attached to the Commonwealth Government bonds at the balance sheet date which have maturity dates approximating to the terms of the Company's obligations.

##### (ii) Short-term employee benefits

Liabilities for employee benefits for wages, salaries and annual leave represent present obligations resulting from employees' services provided to reporting date and are calculated at undiscounted amounts based on wage and salary rates that the Company expects to pay as at reporting date including related on-costs, such as workers compensation insurance and payroll tax.

A provision is recognised for the amount expected to be paid under short-term cash bonus or profit-sharing plans if the Company has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

#### (f) Income received in advance

The liability for income received in advance is the unutilised amounts of grants/other revenue received on the condition that specified services are delivered or conditions are fulfilled. The services are usually provided or the conditions usually fulfilled within 12 months of receipt of the grant. Where the amount received is in respect of services to be provided over a period that exceeds 12 months after the reporting date or the conditions will only be satisfied more than 12 months after the reporting date, the liability is discounted and presented as non-current.

#### (g) Provisions

A provision is recognised if, as a result of a past event, the Company has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows at a rate that reflects current market assessments of the time value of money and the risks specific to the liability.

#### (h) Revenue and other income

##### (i) Revenue recognition policy for revenue from contracts with customers (AASB 15)

AASB 15 requires revenue to be recognised when control of a promised good or service is passed to the customer at an amount which reflects the expected consideration. The customer for these contracts is the fund provider.

# Tennis New South Wales Limited

## Notes to the financial statements

### 3 Significant accounting policies (continued)

#### (h) Revenue and other income (continued)

##### (i) Revenue recognition policy for revenue from contracts with customers (AASB 15) (continued)

Revenue is recognised by applying a five-step model as follows:

- 1) Identify the contract with the customer
- 2) Identify the performance obligations
- 3) Determine the transaction price
- 4) Allocate the transaction price
- 5) Recognise revenue

Generally, the timing of the payment for sale of goods and rendering of services corresponds closely to the timing of satisfaction of the performance obligations, however where there is a difference, it will result in the recognition of a receivable, contract asset or contract liability.

None of the revenue streams of the Company have any significant financing terms as there is less than 12 months between receipt of funds and satisfaction of performance obligations. Costs are recognised on an accrual basis.

##### *Grant income from Government*

Grant income arising from an agreement which contains enforceable and sufficiently specific performance obligations is recognised when control of each performance obligation is satisfied. This is generally the case for the monies from the Government and the performance obligations are varied based on the agreement.

Within grant agreements there may be some performance obligations where control transfers at a point in time and others which have continuous transfer of control over the life of the contract.

Where control is transferred over time, generally the revenue recognition is based on either cost or time incurred which best reflects the transfer of control.

##### *Affiliation fees*

Revenue from affiliation fees is recognised in the profit or loss in proportion to the stage of completion of the transaction at the reporting date. The stage of completion is assessed by reference to the period to which membership relates.

##### *Venue hire*

Revenue from venue hire is recognised in the profit or loss in proportion to the stage of completion of the transaction at the reporting date. The stage of completion is assessed by reference to the period to which venue hire relates.

##### (ii) Revenue recognition policy for revenue streams which are either not enforceable or do not have sufficiently specific performance obligations (AASB 1058)

##### *Grant income*

Assets arising from grants in the scope of AASB 1058 are recognised at their fair value when the asset is received. These assets are generally cash but may be property which has been donated or sold to the Company at significantly below its fair value.

Once the asset has been recognised, the Company recognises any related liability amounts. Subsequent to recognition of the assets and liabilities, income is recognised for any difference between the recorded amounts.

##### *Volunteer services*

The Company has elected not to record volunteer services in the financial statements. Volunteer services received relate to accounting, human resources, legal and information technology resources from Tennis Australia, as well as volunteers assisting in the organising and running of tennis events throughout NSW.

##### (iii) Significant estimate and judgements relating to revenue

For many of the grant agreements received, the determination of whether the contract includes sufficiently specific performance obligations was a significant judgement involving discussions with several parties at the Company, review of the proposal documents prepared during the grant application phase and consideration of the terms and conditions.

Grants received by the Company have been accounted for under both AASB 15 and AASB 1058 depending on the terms and conditions and decisions made.

If this determination was changed then the revenue recognition pattern would be different from that recognised in this financial report.

# Tennis New South Wales Limited

## Notes to the financial statements

### 3 Significant accounting policies (continued)

#### (i) Leases

At inception of a contract, the Company assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Company uses the definition of a lease in AASB 16.

#### (i) As a lessee

##### *Initial recognition and measurement*

At commencement or on modification of a contract that contains a lease component, the Company allocates the consideration in the contract to each lease component on the basis of its relative standalone prices. However, for the leases of property the Company has elected not to separate non-lease components and account for the lease and non-lease components as a single lease component.

The Company recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Company by the end of the lease term or the cost of the right-of-use asset reflects that the Company will exercise a purchase option. In that case the right-of-use asset will be depreciated over the useful life of the underlying asset, which is determined on the same basis as those of property and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain re-measurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Company's incremental borrowing rate. Generally, the Company uses its incremental borrowing rate as the discount rate.

The Company determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Lease payments included in the measurement of the lease liability comprise the following:

- fixed payments, including in-substance fixed payment;
- variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;
- amounts expected to be payable under a residual value guarantee; and
- the exercise price under a purchase option that the Company is reasonably certain to exercise, lease payments in an optional renewal period if the Company is reasonably certain to exercise an extension option, and penalties for early termination of a lease unless the Company is reasonably certain not to terminate early.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Company's estimate of the amount expected to be payable under a residual value guarantee, if the Company changes its assessment of whether it will exercise a purchase, extension or termination option or if there is a revised in-substance fixed lease payment.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero. The Company presents right-of-use assets that do not meet the definition of investment property in property, plant and equipment and lease liabilities in loans and borrowings in the statement of financial position.

# Tennis New South Wales Limited

## Notes to the financial statements

### 3 Significant accounting policies (continued)

#### (i) Leases (continued)

##### (i) As a lessee (continued)

###### *Short-term leases and leases of low-value assets*

The Company has elected not to recognise right-of-use assets and lease liabilities for leases of low-value assets and short-term leases, including IT equipment. The Company recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

At inception or on modification of a contract that contains a lease component, the Company allocates the consideration in the contract to each lease component on the basis of their relative stand-alone prices.

###### *Practical expedient for COVID-19 rent concessions*

The Company received no rent concessions during the year.

#### (j) Finance income and costs

Finance income comprises interest income on funds invested. Interest income is recognised as it accrues, in profit or loss using the effective interest method.

#### (k) Income tax

The income of the Company is exempt from income tax, and accordingly, no provision has been made in the accounts for income tax payable.

#### (l) Goods and services tax

Revenue, expenses and assets are recognised net of the amount of goods and services tax (GST), except where the amount of GST incurred is not recoverable from the taxation authority. In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of the expense.

Receivables and payables are stated with the amount of GST included.

Cash flows are included in the statement of cash flows on a gross basis. The GST components of cash flows arising from investing and financing activities which are recoverable from, or payable to, the ATO are classified as operating cash flows.

#### (m) New accounting standard adopted

The Company has initially adopted the following standard from 1 July 2021:

- AASB 1060 General Purpose Financial Statements - Simplified Disclosures for For-Profit and Not-for-Profit Entities
- The above standard did not have any impact on the amounts recognised in prior periods and are not expected to significantly affect the current or future periods.

#### (n) New accounting standards and interpretations not yet adopted

There are no standards or amendments that have been issued but not yet effective that are expected to have a significant impact on the Company.

The Company has not adopted, and currently does not anticipate adopting any standards prior to their effective dates.

#### (o) Determination of fair values

A number of the Company's accounting policies and disclosures require the determination of fair value, for both financial and non-financial assets and liabilities. Fair values have been determined for measurement and/or disclosure purposes based on the following methods.

The Company has not adopted, and currently does not anticipate adopting any standards prior to their effective dates.

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities
- Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly
- Level 3: unobservable inputs for the asset or liability

Where applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

#### (p) Trade and other receivables

For receivables with a remaining useful life of less than one year, the notional amount is deemed to reflect the fair value.

#### (q) Trade and other payables

These amounts represent liabilities for goods and services provided to the Company prior to the end of the financial year and which are unpaid. Due to their short-term nature they are measured at amortised cost and are not discounted. The amounts are unsecured and are usually paid within 30 days of recognition.

# Tennis New South Wales Limited

## Notes to the financial statements

### 3 Significant accounting policies (continued)

#### (r) KRA leasehold improvements reserve

This reserve represents the redevelopment of the Ken Rosewall Arena (KRA) project which was completed in 2020 (refer to Note 25). The balance of the reserve reflects the revenue contributions towards the capitalised leasehold improvements, reduced in accordance with amortisation of the asset over the remaining term of the lease.

#### (s) Current and non-current classification

Assets and liabilities are presented in the statement of financial position based on current and non-current classification.

An asset is classified as current when: it is either expected to be realised or intended to be sold or consumed in the Company's normal operating cycle; it is held primarily for the purpose of trading; it is expected to be realised within 12 months after the reporting period; or the asset is cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least 12 months after the reporting period. All other assets are classified as non-current.

A liability is classified as current when: it is either expected to be settled in the Company's normal operating cycle; it is held primarily for the purpose of trading; it is due to be settled within 12 months after the reporting period; or there is no unconditional right to defer the settlement of the liability for at least 12 months after the reporting period. All other liabilities are classified as non-current.

#### (t) Critical accounting judgements, estimates and assumptions

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting accounting judgements and estimates will seldom equal the related actual results. The judgements, estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities (refer to the respective notes) within the next financial year are discussed below.

##### *Estimation of useful lives of assets*

The Company determines the estimated useful lives and related depreciation and amortisation charges for its property, plant and equipment and finite life intangible assets. The useful lives could change significantly as a result of technical innovations or some other event. The depreciation and amortisation charge will increase where the useful lives are less than previously estimated lives, or technically obsolete or non-strategic assets that have been abandoned or sold will be written off or written down.

##### *Employee benefits provision*

As discussed in Note 3(e), the liability for employee benefits expected to be settled more than 12 months from the reporting date are recognised and measured at the present value of the estimated future cash flows to be made in respect of all employees at the reporting date. In determining the present value of the liability, estimates of attrition rates and pay increases through promotion and inflation have been taken into account.

##### *Incremental borrowing rate*

Where the interest rate implicit in a lease cannot be readily determined, an incremental borrowing rate is estimated to discount future lease payments to measure the present value of the lease liability at the lease commencement date. Such a rate is based on what the Company estimates it would have to pay a third party to borrow the funds necessary to obtain an asset of a similar value to the right-of-use asset, with similar terms, security and economic environment.

# Tennis New South Wales Limited

## Notes to the financial statements

### 4 Revenue

	2022	2021
(i) Revenue from contracts with customers		
Affiliation and membership revenue	732,819	715,099
Sponsorship revenue	129,779	142,627
Tournaments and competitions revenue	255,272	292,465
Venue revenue	1,640,516	900,520
Other revenue	43,712	17,302
	<u>2,802,098</u>	<u>2,068,013</u>
(ii) Timing of revenue recognition		
Services transferred at a point in time	1,939,500	1,210,287
Services transferred over time	862,598	857,726
	<u>2,802,098</u>	<u>2,068,013</u>

### 5 Other income

	2022	2021
Revenue recognised under AASB 1058 <i>Income of NFP entities</i>		
Government funding - operating	358,577	150,129
Government COVID-19 support (JobSaver, JobKeeper & Cash Flow Boost)	525,848	921,850
Tennis Australia funding	3,010,453	2,346,032
	<u>3,894,878</u>	<u>3,418,011</u>

### 6 Other expenses

	2022	2021
Net (deficit)/surplus includes the following specific expenses:		
Depreciation expense:		
Leasehold buildings and stands	220,489	215,515
Plant and equipment	52,590	47,560
Courts & court equipment	43,640	43,640
Australian Tennis Museum assets	1,433	1,433
KRA leasehold improvements	2,056,288	2,056,288
Leases	115,175	115,472
Amortisation of intangibles	197,890	198,501
Maintenance expenditure	512,107	355,747
Utilities	148,609	45,285

# Tennis New South Wales Limited

## Notes to the financial statements

### 7 Net finance income/(costs)

	2022	2021
Interest income on bank deposits	363	669
Investment income on investments at fair value through profit or loss	818,606	971,784
Net realised gain in fair value of investments through profit or loss	270,317	314,642
Net unrealised gain in fair value of investments through profit or loss	-	2,623,805
Finance income	<u>1,089,286</u>	<u>3,910,900</u>
Investment management fees	(107,763)	(94,625)
Net unrealised loss in fair value of investments through profit or loss	(1,906,882)	-
Interest on lease liabilities	(103,981)	(106,982)
Finance costs	<u>(2,118,626)</u>	<u>(201,607)</u>
Net finance income/(costs)	<u>(1,029,340)</u>	<u>3,709,293</u>

### 8 Auditor's remuneration

	2022	2021
<b>Auditors of the Company</b>		
<i>Nexia Sydney Audit Pty Ltd</i>		
Audit of financial reports and ancillary charges	43,400	35,000
	<u>43,400</u>	<u>35,000</u>

### 9 Cash and cash equivalents & cash held for provisions

	2022	2021
<b>(a) Cash and cash equivalents</b>		
Bank balances	488,482	634,469
Deposits at call	170,381	420,019
Cash investments	1,187,377	282,594
	<u>1,846,240</u>	<u>1,337,082</u>
<b>(b) Cash held for provisions *</b>		
Sinking Fund Cash account	416,004	372,165
Other cash accounts held for provisions	258,679	36,570
	<u>674,683</u>	<u>408,735</u>

\* Refer to note 20 and 24 for related provisions

### 10 Trade receivables and other receivables

	2022	2021
Trade receivables	724,337	468,948
Investment income receivable	474,760	657,654
Other receivables	82,626	95,917
	<u>1,281,723</u>	<u>1,222,519</u>

# Tennis New South Wales Limited

## Notes to the financial statements

### 11 Other assets

	2022	2021
Prepayments	30,138	14,148
GST net receivable	16,938	-
	47,076	14,148

### 12 Financial assets

	2022	2021
Managed investments designated as fair value through profit or loss	12,273,413	13,410,573
Listed investments designated as fair value through profit or loss	4,943,904	5,704,355
	17,217,317	19,114,928

The listed investments have been valued based on their quoted market prices in active markets.

### 13 Intangible assets

	2022	2021
Capitalised leasehold costs	7,153,875	7,153,875
Other intangible assets	2,160	2,160
Less: Provision for amortisation	(7,106,383)	(6,908,493)
	49,652	247,542

# Tennis New South Wales Limited

## Notes to the financial statements

### 14 Property, plant and equipment

	Leasehold Buildings and Stands	Plant and Equipment	Courts & Court Equipment	SOPTC Grounds	ATM Assets	Leasehold Powell's Creek	KRA Leasehold Improvements	Total
<b>Cost</b>								
Balance at 1 July 2020	3,205,010	1,226,366	342,094	241,648	378,282	110,781	51,141,389	56,645,570
Reclassifications	(27,802)	(304,529)	684,760	(241,648)	-	(110,781)	-	-
Additions	-	2,070	6,818	-	-	-	-	8,888
Balance at 30 June 2021	3,177,208	923,907	1,033,672	-	378,282	-	51,141,389	56,654,458
Balance at 1 July 2021	3,177,208	923,907	1,033,672	-	378,282	-	51,141,389	56,654,458
Additions	134,503	61,020	9,117	-	-	-	-	204,640
Disposals	(14,929)	(142,852)	-	-	(334,848)	-	-	(492,629)
Balance at 30 June 2022	3,296,782	842,075	1,042,789	-	43,434	-	51,141,389	56,366,469
<b>Accumulated depreciation/amortisation</b>								
Balance at 1 July 2020	(1,270,122)	(808,806)	(256,094)	(100,684)	(371,031)	(110,781)	(1,022,378)	(3,939,896)
Reclassifications	(226,773)	108,503	(93,195)	100,684	-	110,781	-	-
Depreciation charge for the year	(215,515)	(47,560)	(43,640)	-	(1,433)	-	(2,056,288)	(2,364,436)
Balance at 30 June 2021	(1,712,410)	(747,863)	(392,929)	-	(372,464)	-	(3,078,666)	(6,304,332)
Balance at 1 July 2021	(1,712,410)	(747,863)	(392,929)	-	(372,464)	-	(3,078,666)	(6,304,332)
Depreciation charge for the year	(220,489)	(52,590)	(43,640)	-	(1,433)	-	(2,056,288)	(2,374,440)
Disposals	14,929	142,852	-	-	334,848	-	-	492,629
Balance at 30 June 2022	(1,917,970)	(657,601)	(436,569)	-	(39,049)	-	(5,134,954)	(8,186,143)
<b>Carrying amounts</b>								
Balance at 1 July 2020	1,934,888	417,560	86,000	140,964	7,251	-	50,119,011	52,705,674
Balance at 30 June 2021	1,464,798	176,044	640,743	-	5,818	-	48,062,723	50,350,126
Balance at 1 July 2021	1,464,798	176,044	640,743	-	5,818	-	48,062,723	50,350,126
Balance at 30 June 2022	1,378,812	184,474	606,220	-	4,385	-	46,006,435	48,180,326

# Tennis New South Wales Limited

## Notes to the financial statements

### 15 Right-of-use assets

(i) Amounts recognised within the statement of financial position

	2022	2021
Property	2,813,787	3,392,022
Additions and reassessments to right-of-use assets	-	(578,235)
Accumulated depreciation	(350,851)	(241,387)
	<u>2,462,936</u>	<u>2,572,400</u>
Equipment	28,541	28,541
Accumulated depreciation	(15,215)	(9,504)
	<u>13,326</u>	<u>19,037</u>
Total right-of-use assets	<u>2,476,262</u>	<u>2,591,437</u>

The Company leases a property and a photocopier. The property, Sydney Olympic Park Tennis Centre, runs until 2044, assuming all extension options will be exercised. The photocopier lease operates until 2024 and has no extension options.

### 16 Trade and other payables

	2022	2021
Trade payables	356,813	60,440
Other payables and accrued expenses	526,012	375,012
	<u>882,825</u>	<u>435,452</u>

### 17 Employee benefits

	2022	2021
<b>Current</b>		
Provision for long-service leave	50,372	58,867
Provision for annual leave	311,038	230,860
	<u>361,410</u>	<u>289,727</u>
<b>Non-current</b>		
Provision for long-service leave	63,633	54,105
	<u>63,633</u>	<u>54,105</u>

A reconciliation for each class of employee benefits is provided below.

	Long Service Leave	Annual Leave
Opening Balance	112,973	230,860
Provisions made during the year	42,113	149,345
Provisions paid during the year	(41,081)	(69,167)
Balance as of 30 June 2022	<u>114,005</u>	<u>311,038</u>

# Tennis New South Wales Limited

## Notes to the financial statements

### 18 Income received in advance

	2022	2021
Affiliation & memberships	376,195	450,890
Government grant income	174,354	139,871
Other income	-	69,269
	<u>550,549</u>	<u>660,030</u>

### 19 Other liabilities

	2022	2021
GST net liability	-	107,918
Payroll related accruals	124,007	177,022
	<u>124,007</u>	<u>284,940</u>

### 20 Provisions

	2022	2021
Sinking Fund liability	372,491	372,165
Other provisions	258,678	36,570
	<u>631,169</u>	<u>408,735</u>

A reconciliation for each class of Provision is provided below.

	Sinking Fund	Other
Opening Balance	372,165	36,570
Provisions made during the year	326	222,108
Balance as of 30 June 2022	<u>372,491</u>	<u>258,678</u>

The Provisions mentioned above relate to funds held on behalf of the SOPA sinking fund (refer to Notes 8 and 24) and six Regional Matchplay Committees (refer to Note 9).

### 21 Lease liabilities

	2022	2021
<b>Current</b>		
Property	73,564	70,735
Equipment	5,850	5,625
	<u>79,414</u>	<u>76,360</u>
<b>Non-current</b>		
Property	2,532,181	2,605,745
Equipment	8,167	14,015
	<u>2,540,348</u>	<u>2,619,760</u>
Total lease liabilities	<u>2,619,762</u>	<u>2,696,120</u>

#### (i) Future lease payments

	2022	2021
Less than one year	180,341	180,341
One to five years	704,627	710,903
More than five years	3,046,132	3,220,197
	<u>3,931,100</u>	<u>4,111,441</u>

# Tennis New South Wales Limited

## Notes to the financial statements

### 22 Reconciliation of cash flows from operating activities and cash and cash equivalents

	Note	2022	2021
<b>(a) Cash flows from operating activities</b>			
(Deficit)/Surplus for the period		(3,917,484)	424,664
<i>Adjusted for:</i>			
Depreciation and amortisation		2,687,505	2,678,409
Lease interest		103,981	106,982
Gain on disposal of assets		(270,317)	(314,642)
Unrealised (gain)/loss on financial assets		1,906,882	(2,623,805)
Investment income received or receivable		(710,843)	(877,159)
<b>Operating loss before changes in working capital and provisions</b>		<b>(200,276)</b>	<b>(605,551)</b>
Change in trade and other receivables		(242,098)	(55,921)
Change in income received in advance		(109,481)	659,176
Change in trade and other payables		394,358	(742,230)
Change in other assets		(15,990)	12,621
Change in net GST payable		(124,856)	75,117
Change in provisions and employee benefits		(162,304)	291,777
<b>Net cash used in operating activities</b>		<b>(460,647)</b>	<b>(365,011)</b>
<b>(b) Cash and cash equivalents</b>			
Bank balances		488,482	634,469
Deposits at call		170,381	420,019
Cash investments		1,187,377	282,594
<b>Cash and cash equivalents in the statement of cash flows</b>	9	<b>1,846,240</b>	<b>1,337,082</b>

### 23 Other related party transactions

The Company, being an Associate member of Tennis Australia (TA), receives shared services benefits from TA. These benefits include accounting, human resources, legal, information technology and integrity and compliance resources. These services were provided for nil consideration.

The Directors of the Company act on an honorary basis.

The key management personnel for Tennis New South Wales includes the CEO and Senior Management. The compensation paid, payable or provided in short term retirement and other long terms benefits is \$1,145,098 (2021: \$908,816).

During the year some staff salaries were reimbursed partly by Tennis Australia for roles involved in the ATP Cup.

# Tennis New South Wales Limited

## Notes to the financial statements

### 24 Contingent liabilities

#### Sydney Olympic Park Tennis Centre Sinking Fund

Tennis NSW occupies Sydney Olympic Park Tennis Centre (SOPTC) under lease from Sydney Olympic Park Authority (SOPA) for a total term of 40 years, including extensions. The lease provides that Tennis NSW will hold the Tennis NSW SOP Tennis Centre Sinking Fund ("Sinking Fund") for and on behalf of SOPA, on terms and conditions set out in the lease. The lease provides that as and from year 11 of the lease term (year ending 30 June 2010) Tennis NSW will pay the annual Base Contribution of \$50,000 to the Sinking Fund, subject to Tennis NSW generating sufficient "Available Cash" to enable it to do so.

On an ongoing basis, the lease provides for the payment of an Annual Contribution which is defined as meaning for each financial year of Tennis NSW, the lesser of:

- i) the \$50,000 Base Contribution plus the Carried Forward Contribution; and
- ii) "Available Cash".

In this regard "Available Cash" means "for each financial year of Tennis NSW the surplus cash available from such financial year, being the net operating profit of Tennis NSW after tax, adjusted to exclude defined "non-cash items". If in any financial year insufficient Available Cash is generated to enable the Base Contribution to be paid, any deficiency is accumulated as a "Carried Forward Contribution".

During the 2014 financial year, SOPA and Tennis NSW executed a Venue Maintenance Deed (VMD) which varied the SOPA lease with Tennis NSW, with the following effects:

- a) The Grassroots & Facilities Reserve Fund ("GFRF") assets are quarantined from the other assets of Tennis NSW and are not accessible to meet the Maintenance Obligations under the lease;
- b) The earnings of the Grassroots & Facilities Reserve Fund ("GFRF") are excluded from the determination of "Available Cash" for any year from the date of the Deed; and
- c) If Tennis NSW generates no Available Cash, or insufficient Available Cash, to meet the Maintenance Obligations, SOPA releases Tennis NSW from such obligations and the amount accumulates until such time as there is available cash.

As a consequence of entering into the VMD, the Board of Tennis NSW has determined that Tennis NSW's obligations under the lease in respect to the period subsequent to entering into the VMD should be identified as Contingent Liabilities of the Company as they are contingent upon Tennis NSW generating sufficient Available Cash, to meet the maintenance obligations referred to above.

#### *Current year*

For the year ended 30 June 2022, Tennis NSW incurred negative "Available Cash" and as a result were not required to make a payment to the Sinking Fund. This has resulted in recognising a contingent liability for the Carried Forward Contribution of \$50,000 (2021: nil).

#### National Redress Scheme

Tennis NSW joined the National Redress Scheme on 25 December 2020, which runs for 10 years from 1 July 2018. At the time of signing, Tennis NSW has not received notice from the Scheme of any active claims. While it is not possible to quantify the potential contingent liability amount, both the Department of Human Services in allowing Tennis NSW to join and the Directors are satisfied that Tennis NSW has the capacity to meet obligations as they may arise.

### 25 Ken Rosewall Arena Grant

During 2019, the Company received \$50,500,000 plus GST and interest from Sydney Olympic Park Authority (SOPA) to be spent on redevelopment of the Ken Rosewall Arena (KRA) mainly for the construction of a light weight roof over the KRA and the competition courts. The grant received had attached conditions and was for a specific purpose, hence was initially recognised as income in advance at fair value. The grant revenue was recognised as the grant requirements were completed or conditions were met.

Construction was completed in 2020 with revenue contributions towards the redevelopment capitalised as leasehold improvements. The Company was entitled to capitalise the leasehold improvement as an asset as it has control of the asset under the lease agreement with SOPA. This improved asset will enable the Company to generate additional revenue and derive economic benefit from this asset in future. The leasehold improvement asset is being amortised over the remaining term of the lease.

# Tennis New South Wales Limited

## Notes to the financial statements

### **26 Tennis Australia funding**

The Company, being an associate member of Tennis Australia Limited, receives grant funding from Tennis Australia Limited that forms an integral part of the funding required for the Company to achieve its short and long term objectives.

In the event that grant funding from Tennis Australia Limited should cease, or be reduced, it is the view of the officers that the Company would still be able to continue meeting the above objectives, albeit to a lesser extent.

### **27 Subsequent events**

There have been no events subsequent to balance date, which would have a material effect on the Company's financial statements.

# Tennis New South Wales Limited

## Directors' Declaration

The directors of Tennis New South Wales Limited ('the Company') declare:

- (a) the financial statements and notes set out on pages 12 to 28, are in accordance with the Corporations Act 2001, including:
  - (i) giving a true and fair view of the Company's financial position as at 30 June 2022 and its performance for the financial year ended on that date; and
  - (ii) complying with Australian Accounting Standards – Simplified Disclosures and the Corporations Regulations 2001;
- (b) in the opinion of the directors there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

Dated at Sydney      18                      day of      October                      2022.  
-----

Signed in accordance with a resolution of the directors:



\_\_\_\_\_  
M. Achten  
*President*



\_\_\_\_\_  
W. Green  
*Vice President*  
*Chair of the Audit, Risk & Investment Committee*

## Independent Auditor's Report to the Members of Tennis New South Wales Limited

### Report on the Audit of the Financial Report

#### Opinion

We have audited the financial report of Tennis New South Wales Limited (the Company), which comprises the statement of financial position as at 30 June 2022, the statement of profit or loss and other comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, and the directors' declaration.

In our opinion, the accompanying financial report of the Company is in accordance with the Corporations Act 2001, including:

- i) giving a true and fair view of the Company's financial position as at 30 June 2022 and of its financial performance for the year then ended; and
- ii) complying with Australian Accounting Standards - Simplified Disclosures and the Corporations Regulations 2001.

#### Basis for opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the 'auditor's responsibilities for the audit of the financial report' section of our report. We are independent of the Company in accordance with the Corporations Act 2001 and the ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We confirm that the independence declaration required by the Corporations Act 2001, which has been given to the directors of the Company, would be in the same terms if given to the directors as at the time of this auditor's report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Other information

The directors are responsible for the other information. The other information comprises the information in Tennis New South Wales Limited's annual report for the year ended 30 June 2022, but does not include the financial report and the auditor's report thereon. Our opinion on the financial report does not cover the other information and we do not express any form of assurance conclusion thereon. In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of the other information we are required to report that fact. We have nothing to report in this regard.

### **Directors' responsibility for the financial report**

The directors of the Company are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards and the Corporations Act 2001 and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

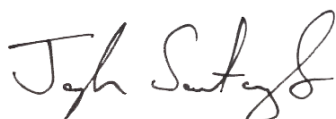
### **Auditor's responsibility for the audit of the financial report**

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

A further description of our responsibilities for the audit of the financial report is located at The Australian Auditing and Assurance Standards Board website at: [www.auasb.gov.au/auditors\\_responsibilities/ar4.pdf](http://www.auasb.gov.au/auditors_responsibilities/ar4.pdf). This description forms part of our auditor's report.



### **Nexia Sydney Audit Pty Ltd**



### **Joseph Santangelo**

Director

Dated: 18 October 2022

# Annexure 3

## Tennis NSW Constitution

**This annexure contains three documents:**

- 1. Proposed drafting of a new constitution for Tennis NSW**
- 2. Rationale for constitutional change**
- 3. Community consultation Q&A**



# Constitution

Date: [date]

Tennis New South Wales Ltd  
ACN 000 011 558

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# Constitution

## Tennis NSW Limited

### 1. DEFINITIONS AND INTERPRETATIONS

---

#### 1.1 Definitions

In this Constitution unless the context requires otherwise:

**AGM or Annual General Meeting** means the Annual General Meeting of the Company required to be held by the Company in each calendar year under the Corporations Act.

**Association** means any association comprised of 2 or more Clubs (which Clubs are not directly registered with the Company) located within New South Wales.

**Appointed Director** means a Director appointed under **clause 13.11**.

**ARIC Committee or ARIC** means the Audit, Risk and Investment Committee established by the Directors under **clause 19**.

**Board** means the board of Directors of the Company.

**CEO** means a person appointed as chief executive officer of the Company by the Directors.

**Club** means a Tennis club (whether incorporated or unincorporated) located in New South Wales.

**Committee** means a committee established by the Directors under **clause 19**.

**Company** means Tennis New South Wales Ltd ACN 000 011 558.

**Company Secretary or Secretary** means a person appointed as a company secretary of the Company by the Directors under **clause 18**.

**Constitution** means this constitution as amended from time to time, including any schedules, and a reference to a particular clause is a reference to a clause of this constitution.

**Corporations Act** means the *Corporations Act 2001* (Cth) as amended from time to time and includes any regulations made under the Act and any exemption or modification to the Act that applies to the Company.

**Court Operator** means an accredited Tennis coach, an individual or entity which conducts Tennis related activities, in New South Wales.

**Director** means a director of the Company and includes Elected Directors and Appointed Directors.

**Directors** mean, as the case requires, all or some of the Directors acting together as a board in accordance with their powers and authority under this Constitution.

**Elected Director** means a Director elected under **clause 13.8**.

**General Meeting** means a general meeting of Members and includes the AGM.

**Honorary Life Member** means a person admitted as an honorary life member of the Company under **clause 5.4**.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company or any activity of or conducted, promoted or administered by the Company.

**Member** means a member of the Company under **clause 5**.

**Metro Sydney** means the Metro Sydney Committee established by the Directors under **clause 19** which has oversight of tennis activities in the metropolitan area of Sydney.

**Nominations Committee** means the Nomination Committee established by the Directors under **clause 13.4**.

**Objects** mean the objects of the Company in **clause 2**.

**Official Position or Officers** means, in connection with a body corporate or organisation, a person who:

- (a) holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation; or
- (b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

**President** means the person elected as the president of the Company under **clause 15.7**.

**Policy** means a policy made under **clauses 7.2** and **20.1(a)**.

**Register** means the register of Members.

**Registered Tennis Player or RTP** means a Tennis player whose name appears in the Company's register of Tennis players. Tennis players may register:

- (a) directly with the Company; or
- (b) with a Member (other than an Honorary Life Member);

**Registration** means registration or affiliation of a Member with the Company, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance.

**Registered** has a corresponding meaning.

**Representative** means a person (other than a proxy) appointed in accordance with the Corporations Act to represent a Member at a General Meeting of the Company.

**Sport or Tennis** means the game of tennis, as regulated by the Rules of Tennis, as published by the International Tennis Federation from time to time, and any other derivative sports as overseen by Tennis Australia from time to time.

**Special Resolution** has the same meaning as that given to it in the Corporations Act.

**Stakeholder Forum** means a forum convened by the Directors under **clause 12**.

**State** means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

**Tennis Australia** means Tennis Australia ACN 006 281 125, the governing body of Tennis in Australia.

**Tennis Australia National Policies** mean the national policies of Tennis Australia in force from time to time, which are currently located here:  
<https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>.

**Tennis Country** means the Tennis Country Committee established by the Directors under **clause 19** which has oversight of tennis activities in the area consisting of the six regional areas of New South Wales outside the boundaries of metropolitan Sydney;

**Vice President** means the person elected to the position of vice president of the Company under **clause 15.8**.

**Virtual Meeting** means a meeting held by telephone, video or any other technology (or any combination of these technologies), that permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

**Voting Member** means, in relation to a General Meeting, those Members present and entitled to vote.

## 1.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an incorporated or unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;

- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise;
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution; and
- (m) **(schedules)** schedules to this Constitution are to be treated as part of the body of this Constitution. Terms appearing in a schedule have the same meaning as in the remainder of the Constitution unless otherwise specified.

### 1.3 Corporations Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- (b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

## 2. OBJECTS

---

### 2.1 Tennis Australia National Policies

By virtue of its membership with Tennis Australia, the Company agrees to adopt and abide by the Tennis Australia National Policies including, but not limited to, the Member Protection Policy, the Safeguarding Children Code of Conduct, the Anti-Doping Policy, the Disciplinary Policy and the Code of Behaviour Competitive Play Policy (or policies of a different name with a similar intent as applicable from time to time). The Company, its Members and its Officers are bound by each of these Tennis Australia National Policies. Each Member of the Company agrees that all its members are also bound by this Constitution and by each of these Tennis Australia National Policies.

## 2.2 Objects of the Company

The objects for which the Company is established are to:

- (a) govern, promote and develop Tennis in New South Wales;
- (b) be the principal body for the governance of Tennis in New South Wales and to settle disputes relating to Tennis in New South Wales;
- (c) uphold and maintain the rules and regulations of Tennis in New South Wales;
- (d) organise, conduct and promote Tennis matches, tournaments, championships, events and activities in New South Wales;
- (e) construct, furnish and maintain any Tennis courts or other grounds, buildings or works for use in Tennis matches, tournaments, championships, events and activities in New South Wales;
- (f) assist and encourage communication between Members;
- (g) assist Members to promote and develop Tennis in New South Wales; and
- (h) do all things incidental to assisting in achieving the objects of the Company.

## 3. POWERS

---

Solely for furthering the Objects under **clause 2**, the Company, in addition to any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out in section 124 of the Corporations Act.

## 4. INCOME AND PROPERTY OF THE COMPANY

---

### 4.1 Sole Purpose

The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

### 4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let to the Company by them.

## 5. MEMBERSHIP

---

### 5.1 Categories of Members

Members of the Company shall fall into one of the following categories:

- (a) Associations, that, subject to this Constitution, shall have the right to receive notice of, attend and vote at General Meetings;
- (b) Clubs, which subject to this Constitution shall have the right to receive notice of, attend and vote at General Meetings;
- (c) Court Operators, which subject to this Constitution shall have the right to receive notice of, attend and vote at General Meetings;
- (d) Honorary Life Members that, subject to this Constitution, shall have the right to receive notice of, attend and vote at General Meetings; or
- (e) such other category of Member as may be created by the Directors. Any category of Member created by the Directors under this **clause 5.1(e)** may not be granted voting rights at the sole discretion of the Directors.

### 5.2 Application for Membership

- (a) Every application for membership must be lodged with the Secretary and must set out the type of membership applied for and the name, address and email address of the applicant together with a copy of the applicant's constitution or governing rules, if applicable.
- (b) Applications for membership must be made in writing on a form to be approved by the Board for that purpose and must be signed by the applicant.
- (c) The Board will consider the application and will in its absolute discretion:
  - (i) determine the admission or rejection of the applicant (and need not provide any reason for such decision); or
  - (ii) decide to call on the applicant to supply any evidence of eligibility that they consider reasonably necessary.
- (d) An applicant will be admitted to membership if a majority of the Directors present and entitled to vote at a Board meeting vote by resolution to admit the applicant or where any committee or person that has delegated authority resolves to admit the applicant.
- (e) If the Directors (whether themselves or by delegation) reject an application for membership, the Secretary must as soon as practicable, notify the applicant in writing that the application has been rejected.
- (f) If the Directors (whether themselves or by delegation) approve an application for membership, the Secretary must, as soon as practicable:
  - (i) notify the applicant in writing of approval for membership; and

- (ii) request payment of the applicant's entrance fee and first annual subscription (if any) due under **clause 8**.
- (g) The Secretary must, within 30 days after receipt of the amounts referred to in **clause 8** (or if no amounts are payable under **clause 8**, within 30 days after notification under **clause 5.2(f)(i)**), enter the applicant's name on the register of Members.
- (h) If an amount due under **clause 8** is not paid within 30 days after the date the applicant is notified of acceptance, the Directors may cancel the acceptance of the applicant for membership.

### 5.3 Admission of Members

- (a) An applicant for membership will become a Member only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the applicant has submitted an application, which is accepted by the Directors (either themselves or by delegation), in which the applicant undertakes to:
  - (i) be bound by this Constitution, the Tennis Australia National Policies and the Policies (including Policies specific to the relevant category of Membership);
  - (ii) pay the fees and subscriptions determined to apply to the applicant under **clause 8**; and
  - (iii) support the Company in the encouragement and promotion of its Objects.
- (b) Where an applicant for membership meets the criteria applicable to the relevant category of membership set out in this Constitution, including the requirements in **clause 5.3(a)**, the Directors will direct the Company Secretary to record their name, street address, email address and date on which they became a Member, in the register of Members kept by the Company,

### 5.4 Honorary Life Members

- (a) Honorary Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to the Company.
- (b) Any Member may forward a proposed nomination for Honorary Life Membership to the Directors for their consideration.
- (c) On the nomination of the Directors, any individual may be elected as an Honorary Life Member at any AGM by Special Resolution, subject to that individual consenting in writing to be an Honorary Life Member.
- (d) Nominations for Honorary Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (e) Subject to **clause 5.3**, the Honorary Life Members of the Company prior to the adoption of this new Constitution, shall remain the same.

## 5.5 General

- (a) The Company must keep a register of all Members in accordance with the Corporations Act.
- (b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Tennis, or both.

## 5.6 Limited Liability

The liability of members is limited to the amount of the guarantee set out in **clause 25**.

## 6. CESSATION OF MEMBERSHIP

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### 6.1 Cessation

A Member ceases to be a Member on:

- (a) Resignation, subject to **clause 6.2**;
- (b) death;
- (c) the termination of their membership according to this Constitution or the Policies;
- (d) a body corporate or incorporated or unincorporated association being dissolved or otherwise ceasing to exist; and
- (e) without limiting the foregoing, that Member no longer meeting the requirements for membership according to **clause 5**.

### 6.2 Resignation

- (a) Subject to **clause 6.2(b)**, for the purposes of **clause 6.1(a)**, a Member may resign as a member of the Company by giving 14 days written notice to the Directors.
- (b) A Member must not resign, and any notice given under **clause 6.2(a)** is invalid, where the Member is at the time of notice being given, subject to disciplinary proceedings under **clause 7.2**, including proceedings under a Policy. For the purposes of this clause, "subject to disciplinary proceedings" includes where a complaint or allegations have been made against, but not yet conveyed to, a Member.

### 6.3 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon its property including Intellectual Property.

## 7. GRIEVANCES AND DISCIPLINE OF MEMBERS

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### 7.1 Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies, the Tennis Australia National Policies or under this Constitution.

### 7.2 Policies

- (a) The Directors may make or adopt a Policy or Policies:
  - (i) for the hearing and determination of:
    - (A) complaints by a Member that feels aggrieved by a decision or action of the Company; and
    - (B) disputes between Members relating to the conduct or administration of Tennis in New South Wales;
  - (ii) for the discipline of Members;
  - (iii) for the formation and administration of an appeals tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and
  - (iv) for the termination of the membership of Members.
- (b) The Directors may, in making or adopting a Policy under **clause 7.2(a)**, incorporate provisions within the Policy to exclusively govern its subject matter, to the exclusion of **clause 7.2(c)** and/or other Policies.
- (c) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised Committee; or
  - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Tennis, or both; or
  - (iii) prejudiced the Company or Tennis or brought the Company or Tennis or themselves into disrepute,

for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate.

- (d) For the avoidance of doubt, subject to the provisions of any Policy made or adopted under this **clause 7.2**, the Board may:
  - (i) warn a Member;
  - (ii) suspend the Member's rights as a member;
  - (iii) expel a Member;
  - (iv) require the matter to be determined at a General Meeting; or
  - (v) take other disciplinary action as it considers appropriate.
- (e) A Member who is subject to a hearing, investigation or determination taken under a Policy or Policies made or adopted under this **clause 7.2**, shall have the right to access a minimum of one level of appeal as set out in the applicable Policy or Policies from time to time.
- (f) Unless suspension is dealt with under a Policy, in which case the provisions regarding suspension in the applicable Policy apply, during investigatory or disciplinary proceedings under this **clause 7**, a respondent may not participate in Tennis, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.
- (g) There will be no liability for any loss or injury suffered by a Member as a result of any decision made in good faith under a Policy made or adopted under this **clause 7.2**.

## **8. FEES AND SUBSCRIPTIONS**

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### **8.1 Membership Fee**

- (a) The Directors must determine from time to time:
  - (i) the amount (if any) payable by an applicant for membership;
  - (ii) the amount of the annual subscription fee payable by each Member, or any category of Members;
  - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
  - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Company the amounts determined under this **clause 8** in accordance with **clause 8.1(a)(iv)**.

## 8.2 Non-Payment of Fees

The right of a Member to attend and vote at a General Meeting is suspended whilst the payment of any subscription or other amount determined under **clause 8** is in arrears for longer than 60 days.

## 8.3 Deferral or reduction of subscriptions

- (a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:
  - (i) there are reasonable grounds for doing so;
  - (ii) the Company will not be materially disadvantaged as a result; and
  - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 8.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

## 9. GENERAL MEETINGS

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### 9.1 Annual General Meeting

AGMs of the Company are to be held:

- (a) according to the Corporations Act; and
- (b) at a date and venue determined by the Directors.

### 9.2 Power to convene General Meeting

- (a) The Directors may convene a General Meeting as they think fit and must do so if required by the Corporations Act.
- (b) The Voting Members may convene a General Meeting in accordance with the Corporations Act.

### 9.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
  - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
  - (ii) in accordance with **clause 23** and the Corporations Act.
- (b) At least 45 days prior to the proposed date of the AGM, the CEO will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.

- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
  - (i) all information required to be included in accordance with the Corporations Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

#### **9.4 No other business**

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

#### **9.5 Cancellation or postponement of General Meeting**

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

- (a) Members according to the Corporations Act;
- (b) the Directors at the request of Members; or
- (c) a court.

#### **9.6 Written notice of cancellation or postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under the Corporations Act.

#### **9.7 Contents of a notice postponing a General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and

- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

### **9.8 Number of clear days for postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 10.8** or the Corporations Act.

### **9.9 Business at postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

### **9.10 Representative, proxy or attorney at postponed General Meeting**

Where:

- (a) by the terms of an instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting(s) to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

### **9.11 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

### **9.12 Right to appoint a representative**

- (a) In accordance with the Corporations Act, each Voting Member is entitled to appoint an individual as their Representative to attend General Meetings, provided that the Voting Member has not appointed a proxy under **clause 9.13**, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.
- (b) A Voting Member may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.
- (c) In addition to each Voting Member's appointed Representative, each Voting Member shall be entitled to appoint one further representative to attend meetings on their behalf but not vote.

### **9.13 Right to appoint a proxy**

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Corporations Act or vote in their place in Director Elections in accordance with **clause 11.2**.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

### **9.14 Form of proxy**

The instrument appointing a proxy may be in form determined by the Directors from time to time provided that it complies with the requirements under the Corporations Act.

### **9.15 Attorney of Member**

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company.

### **9.16 Lodgement of proxy or attorney documents**

- (a) A proxy or attorney (appointed under **clause 9.15**) may vote at a General Meeting or an adjourned or postponed meeting only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the Company:
  - (i) at the office, the email or other electronic address specified for that purpose in the notice of meeting; and
  - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

### **9.17 Authority given by appointment**

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy, attorney or Representative:
  - (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
  - (ii) to speak to any proposed resolution; and
  - (iii) to demand or join in demanding a poll on any resolution.

- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy, attorney or Representative on how to vote on those resolutions, the appointment is taken to confer authority:
  - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (ii) to vote on any procedural motion; and
  - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
  - (i) at the postponed or adjourned meeting; or
  - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the President to act as the proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

## **10. PROCEEDINGS AT GENERAL MEETING**

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### **10.1 Number for a quorum**

The number of Voting Members who must be present in person or by proxy and eligible to vote for a quorum to exist at a General Meeting is 15.

### **10.2 Requirement for a quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

### **10.3 Quorum and time**

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

#### **10.4 Adjourned meeting**

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Voting Members then present shall constitute a quorum.

#### **10.5 President to preside over General Meetings**

- (a) The President is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no President, or the President is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
  - (i) Vice President;
  - (ii) a Director (or other person) chosen by a majority of the Directors present;
  - (iii) the only Director present; or
  - (iv) a Representative of a Voting Member that is entitled to vote and is chosen by a majority of the Voting Members present.

#### **10.6 Conduct of General Meetings**

- (a) The chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair under this **clause 10.6** is final.

#### **10.7 Adjournment of General Meeting**

- (a) The chair may, with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **10.8 Notice of adjourned meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

#### **10.9 Questions decided by majority**

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **10.10 Equality of votes**

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

#### **10.11 Declaration of results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Company, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

#### **10.12 Poll**

- (a) If a poll is properly demanded in accordance with the Corporations Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

### 10.13 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and
  - (ii) must be referred to the chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

### 10.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

### 10.15 Electronic voting

Voting by electronic means at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

## 11. VOTES OF MEMBERS

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### 11.1 Votes of Members

- (a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the votes set out in this **clause 11.1**.
- (b) Whether on show of hands or on a poll:

each Member (other than an Honorary Life Member) is entitled to exercise the number of votes calculated based on the formula set out below:

- (i) Votes for the Member based on the number of Registered Tennis Players who were registered by the relevant Member with the Company as at the 30 June falling within the 12 months preceding the date of the general meeting (as recorded in the Register) (**RTPs in the Register**):

(A) 1 – 250 RTPs in the Register	1 vote
(B) 251 – 1000 RTPs in the Register	2 votes
(C) 1001 or more RTPs in the Register	3 votes

PLUS

- (ii) Votes for the Member based on the number of tennis courts in respect of which the relevant Member has paid an annual subscription to the Company for the financial year preceding the date of the General Meeting:

(A) 0 – 4 tennis courts	1 vote
(B) 5 – 8 tennis courts	2 votes

- (C) 9 or more tennis courts 3 votes

WORKED EXAMPLE – a Member who has (i) 400 RTPs in the Register, and (ii) paid an annual subscription to the Company for 7 tennis courts for the financial year preceding the date of the General Meeting would be entitled to 4 votes at the general meeting.

and

- (c) each Honorary Life Member has one vote.

## 11.2 Election of Directors

Elections for Elected Directors shall be conducted by electronic or hybrid ballot prior to the relevant General Meeting in accordance with any Policy made or adopted by the Directors to govern the process and procedures that apply to the election of Elected Directors, with the results of that election being announced at the relevant General Meeting.

## 11.3 Resolutions not in General Meeting

- (a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote.
- (b) For the purposes of **clause 11.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- (c) Email or other form of visible or other electronic communication under the name of a Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

## 12. STAKEHOLDER FORUM

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### 12.1 Power to convene Stakeholder Forums

The Directors may from time to time convene a Stakeholder Forum to proactively engage and collaborate with Members.

### 12.2 Notice of Stakeholder Forums

- (a) The Directors may determine the notice, if any, provided to Members (or categories of Members) for a proposed Stakeholder Forum, including the period and method of notice.
- (b) The notice may include the purpose and intent of a particular Stakeholder Forum, including any proposed items for discussion, in addition to the purposes outlined in **clause 12.1**.

### 12.3 Conduct of a Stakeholder Forum

- (a) The format of proceedings at a Stakeholder Forum shall be at the discretion of the Directors.
- (b) The Directors shall determine who shall chair the Stakeholder Forum, including who shall lead or facilitate particular discussion items.
- (c) There is no quorum requirement for a Stakeholder Forum.
- (d) Items for discussion which were not included in the notice issued under **clause 12.2** (if any) may, with the permission of the chair, be raised for discussion.
- (e) Directors are not bound by any resolution passed at the Stakeholder Forum.

## 13. DIRECTORS

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### 13.1 Number of Directors

- (a) There must be not less than seven Directors and not more than ten.
- (b) Subject to **clause 13.1(a)**, not more than seven Directors are to be elected by the Members (Elected Directors), and not more than three additional Directors can be appointed under **clause 13.11**.

### 13.2 Transitional provisions

- (a) Nothing in this Constitution will impact the appointment and terms of the individual Directors who hold a Directorial position at the time of enactment of this Constitution. For the avoidance of doubt, those individual Directors who currently held a Directorial position at the time of the enactment of this Constitution will continue to hold the same position and on the same conditions (with respect to term of office, nature of Election or Appointment and Presidency and Vice Presidency only) as they did prior to the enactment of this Constitution.
- (b) Notwithstanding the other clauses of this Constitution, for the purpose of ensuring correct director rotations, the following **clauses 13.2(b)(i) to 13.2(b)(v)** will apply to the 2023 election of Elected Directors to be conducted in accordance with **clause 11.2** prior to the 2023 AGM. Noting that there are four (4) Elected Director positions which will become available at the 2023 AGM, the following will apply to that election of Elected Directors:
  - (i) Two (2) of the four (4) Elected Directors shall be elected for a term of two (2) years.
  - (ii) Two (2) of the four (4) Elected Directors shall be elected for a term of three (3) years.

- (iii) For the purpose of **clauses 13.2(b)(i) and 13.2(b)(ii)** a New Director (that is a candidate who is elected to a position as an Elected Director and who is not listed as a Current Director in **Schedule 1**) shall be elected for a term of two years unless **clause 13.2(b)(iv) or clause 13.2(b)(v)** applies.
- (iv) Where there are more than two (2) New Directors elected (as defined in **clause 13.2(b)(iii)**), the terms of those Directors will be determined by lot noting that any Current Director listed in **Schedule 1** who is re-elected shall be elected for a three (3) year term where this **clause 13.2(b)(iv)** applies.
- (v) Where more than two (2) Current Directors (as identified in **Schedule 1**) are re-elected, the terms of those Directors will be determined by lot noting that any New Director will be elected for a two (2) year term where this **clause 13.2(b)(v)** applies.
- (c) For the avoidance of doubt, a Director who is elected subject to the conditions set out in **clause 13.2(b)** shall be eligible for re-election in the usual way subject to **clauses 13.3, 13.6 and 13.9**.
- (d) For the avoidance of doubt **clauses 13.2(b) and 13.2(c)** apply to the 2023 director elections only and these clauses will not impact director elections from 2024 onwards.

### **13.3 Eligibility**

- (a) No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 13.9**.
- (b) No person shall be eligible to stand for an Elected Director position or to be considered for appointment as an Appointed Director if, at the time of nomination for election or consideration for appointment, they contravene the eligibility requirements set out in **schedule 2**.
- (c) The Directors may determine position or role descriptions or necessary qualifications for Director positions.
- (d) The Directors and Nominations Committee must use reasonable endeavours to ensure no one gender constitutes more than 60% of the total number of Directors.
- (e) No one region (i.e. metropolitan Sydney or regional NSW) shall constitute more than 60% of the total number of Directors.
  - (i) For the purpose of **clause 13.3(e)** a Director is to be considered either a regional Director or a metropolitan Director based on the location of their place of residence at the time of nomination.
  - (ii) For the purpose of this **clause 13.3(e)** the Board will, from time to time, determine the boundaries of metropolitan Sydney, with the areas of NSW outside these boundaries to be considered regional NSW.

- (f) For the period from the date of this Constitution a person that:
  - (i) is an employee of the Company; or
  - (ii) was CEO of the Company at any time within the period beginning three years prior to the date of their proposed election as an Elected Director,

(each an **elected director disqualifying position**) may not be elected as an Elected Director.
- (g) An Elected Director that accepts an elected director disqualifying position must notify the other Directors of this fact immediately and is deemed to have vacated office as an Elected Director.
- (h) A person elected as an Elected Director at the time of holding an elected director disqualifying position must resign from that elected director disqualifying position within 14 days.

#### **13.4 Nominations Committee**

- (a) A Nominations Committee shall be formed, the role of which shall include the task of recommending candidates to fill Director vacancies (including casual vacancies) and assess all nominees for Director vacancies.
- (b) The Nominations Committee shall comprise three persons, all appointed by the Directors including an independent chair, a Member representative and a Director or Director representative. The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee charter.
- (c) The Nominations Committee must utilise a skills matrix as part of its assessment of nominees for Director vacancies.
- (d) When assessing nominees for Director vacancies, the Nominations Committee must comply with **clauses 13.3(d)** and **13.3(e)**.

#### **13.5 Nomination for election**

- (a) At least 60 days prior to the proposed date of the Annual General Meeting, at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the CEO will request from Members nominations (that comply with this **clause 13.5**) for elections to positions falling vacant, that must be received no later than 45 days prior to the AGM.
- (b) Any Member, Director or Committee may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.
- (c) A nomination must:
  - (i) be in the form required by the Directors; and
  - (ii) signed by the nominator and nominee.

### **13.6 Term of office of Directors generally**

Subject to **clauses 13.2, 13.8, 13.9 and 13.10**, an Elected Director will hold office for a term of three years.

### **13.7 Office held until end of meeting**

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 13.9**, is eligible for re-election.

### **13.8 Elected Director elected at General Meeting**

(a) At a General Meeting:

- (i) at which an Elected Director retires; or
- (ii) at the commencement of which there is a vacancy (in accordance with **Clause 13.15**) in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause 11.2** to fill the vacancy by electing someone to that office.

(b) Subject to **clauses 13.2, 13.8(c), 13.9 and 13.14**, an Elected Director elected under this **clause 13.8** takes office at the end of the meeting at which they are elected for a period of three years.

(c) An Elected Director elected under **clause 13.8(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

### **13.9 Maximum terms in office for Directors**

(a) Subject to **clause 13.9(c)**, a Director must not serve more than nine years as a Director in any 12 years, including where one or more of the years is as an Appointed Director.

(b) For the purpose of **clause 13.9(a)**, where service:

- (i) by a person as a Director under this Constitution is for a period less than three years:
  - (A) if the service is less than one year, it will be treated as one full year;
  - (B) if the service is between one year and two years, it will be treated as two full years;
  - (C) if the service is between two years and three years, it will be treated as three full years; and
- (ii) by a person as a Director takes place immediately before the adoption of this Constitution, the number of consecutive years of service by that person before the adoption of this Constitution will be treated as service towards **clause 13.9(a)**, rounded up to the nearest full year.

- (c) A Director who has served the maximum number of years in accordance with **clause 13.9(a)** shall not be eligible to be a Director for three years following the completion of their maximum term.

### **13.10 Casual vacancy in ranks of Elected Directors**

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.15**) in the rank of the Elected Directors.
- (b) A person appointed under **clause 13.10(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election at the end of this term.

### **13.11 Appointed Directors**

- (a) In addition to the Elected Directors, the Directors may themselves appoint up to three persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the "Appointed Directors".
- (b) For the period from the date of this Constitution a person that:
  - (i) is an employee of the Company, or a Member; or
  - (ii) holds an Official Position with a Member; or
  - (iii) was CEO of the Company at any time within the period beginning three years prior to the date of their proposed appointment as an Appointed Director,

(each an **appointed director disqualifying position**) may not be appointed as an Appointed Director.

- (c) An Appointed Director that accepts an appointed director disqualifying position must notify the other Directors of this fact immediately and is deemed to have vacated office as an Appointed Director.
- (d) A person appointed as an Appointed Director at the time of holding an appointed director disqualifying position must resign from that appointed director disqualifying position within 14 days.
- (e) Subject to **clauses 13.9 and 13.14**, an Appointed Director holds office for a term determined by the Directors not to exceed three years and the appointment will be on such other terms as the Directors determine.
- (f) A person may only serve six consecutive years as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 13.9**, are otherwise eligible to be elected to an Elected Director position.
- (g) A Director who has served the maximum number of years in accordance with **clause 13.11(f)** shall not be eligible to be an Appointed Director for three years following the completion of their maximum term.

- (h) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.15**) in the rank of the Appointed Directors on whatever terms the Directors decide. However, the Directors should consider the impact on Director rotations.

### **13.12 Remuneration of Directors**

Subject to **clause 13.13**, a Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Corporations Act, may be:

- (a) paid by the Company for services rendered to it other than as a Director; and
- (b) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Directors, a Committee or the Company; or
  - (ii) otherwise engaged in the affairs of the Company.

### **13.13 Honorarium**

The Company may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

### **13.14 Removal of Director**

- (a) A Director may be removed by the Members in accordance with the Corporations Act.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 13.14(a)** cannot be re-appointed as a Director within three years of their removal.

### **13.15 Vacation of office**

The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:

- (a) dies;
- (b) is removed in accordance with **clause 13.14**;
- (c) prohibited from being a Director by reason of any order made under the Corporations Act;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (e) resigns from office by notice in writing to the Company;
- (f) is absent at three consecutive Directors' meetings without leave of absence from the Directors;

- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Act;
- (h) is unable or unwilling to maintain a current NSW working with children check certification or equivalent certification with a different name as may apply from time to time; or
- (i) accepts appointment to, or becomes the holder of, a disqualifying position as set out in **clauses 13.3, 13.11 or 15.7** and does not resign from that position within 14 days

#### **13.16 Alternate Director**

A Director cannot appoint an alternate.

### **14. POWERS AND DUTIES OF DIRECTORS**

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#### **14.1 Directors to manage the Company**

The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.

#### **14.2 Specific powers of Directors**

Without limiting **clause 14.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

#### **14.3 Time, etc**

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

#### **14.4 Appointment of an attorney**

The Directors may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

#### **14.5 Provisions in a power of attorney**

A power of attorney granted under **clause 14.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

## 14.6 Delegation of powers

- (a) Without limiting **clause 17.4** the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Company or any other person or committee as they think fit.
- (b) Any delegation by the Directors of their powers:
  - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
  - (ii) may be either general or limited in any way provided in the terms of the delegation;
  - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
  - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

## 14.7 Code of Conduct and Board Charter

The Directors must:

- (a) adopt a code of conduct for Directors and a Board charter; and
- (b) periodically review the code of conduct and Board charter in light of the general principles of good corporate governance.

## 14.8 Strategic Plan

The Directors must develop and adopt a strategic plan as revised from time to time.

## 15. PROCEEDINGS OF DIRECTORS

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### 15.1 Directors meetings

- (a) Subject to **clause 15.1(b)** the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least six times in each calendar year.

## 15.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

## 15.3 Chair's casting vote

- (a) Unless **clause 15.3(b)** applies, the chair of the meeting will not have a casting vote.
- (b) In circumstances where a question arises at a Director's meeting in respect of the election of a person to a position, the chair will have a casting vote only in the situation where a clear majority vote cannot reasonably be obtained after a minimum of three ballots being called.

## 15.4 Quorum

A majority of Directors present in person or via technology constitutes a quorum.

## 15.5 Effect of vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below seven (7) Directors, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to the minimum number of Directors in accordance with **clause 13.1(a)**, OR to convene a General Meeting.

## 15.6 Convening meetings

- (a) A Director may, and the CEO on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone or electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone or electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

## 15.7 Election of President

- (a) If there is a vacancy in the position of President, the Directors must, at or before the first Directors' meeting after the AGM where there is a vacancy in the position, elect one of the Elected Directors to be the President by a majority vote for a period determined by the Board not exceeding three years.
- (b) The Director elected to be President under **clause 15.7(a)** will, subject to remaining a Director and other clauses of this Constitution, remain President for the period determined by the Board from the date of their election until the first Directors' meeting after the AGM immediately following their term of office as determined under **clause 15.7(a)** and shall chair any meeting of Directors.
- (c) Despite **clause 15.7(b)**, if:
  - (i) there is no person elected as President; or
  - (ii) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (iii) the President is unwilling to act,the Directors may elect another person to chair the meeting consistent with the hierarchy outlined in **clause 10.5(b)**.
- (d) A Director elected as President may be re-elected as President in following terms, so long as they remain a Director.
- (e) For the period from the date of this Constitution a person that:
  - (i) is an employee of the Company, or a Member; or
  - (ii) holds an Official Position with a Member; or
  - (iii) is an Appointed Director of the Company; or
  - (iv) was CEO of the Company at any time within the period beginning three years prior to the date of their proposed election as President,(each a **disqualifying position**) may not be elected as President.
- (f) A President that accepts a disqualifying position must notify the other Directors of this fact immediately and is deemed to have vacated office as President.
- (g) A person elected as President at the time of holding a disqualifying position must resign from that disqualifying position within 14 days.
- (h) If the President ceases to be a Director, they will immediately cease to hold office as President.

- (i) The Board may remove the President from the role of President before the expiry of their term, however they may remain as a Director (subject to the other provisions of this Constitution).
- (j) If the President resigns as President, they may remain as a Director (subject to the other provisions of this Constitution).

### **15.8 Election of Vice President**

- (a) If there is a vacancy in the position of Vice President, the Directors must, at or before the first Directors' meeting after the AGM where there is a vacancy, appoint one of the Directors to the position of Vice President for a period to be determined by the Board not exceeding three years.
- (b) The Director elected to be Vice President under **clause 15.8(a)** will, subject to remaining a Director and other clauses of this Constitution, remain Vice President for the period determined by the Board from the date of their election until the first Directors' meeting after the AGM immediately following their term of office as determined under **clause 15.8(a)**.
- (c) If the Director elected to the position of Vice President is an Elected Director, that Director shall within 14 days of such appointment retire from any position held as a Representative, employee or Officer of the Company or a Member.
- (d) If the Vice President ceases to be a Director, they will immediately cease to hold office as Vice President.
- (e) The Board may remove Vice President from the role of Vice President before the expiry of their term, however they may remain as a Director (subject to the other provisions of this Constitution).
- (f) If the Vice President resigns as Vice President, they may remain as a Director (subject to the other provisions of this Constitution).

### **15.9 Circulating resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 15.9(a)** and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the last Director signs.

### 15.10 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

### 15.11 Directors' Interests

- (a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Directors must complete an annual statement of interest which must be updated from time to time to satisfy the requirements in **clause 15.11(a)**.
- (c) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter, and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (d) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (e) The CEO shall maintain a register of declared interests.

### 15.12 Minutes

The Directors must cause minutes of meetings to be made and kept in accordance with the Corporations Act.

## 16 VIRTUAL MEETINGS OF THE COMPANY

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### 16.1 Virtual Meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:
  - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
  - (ii) the meeting is convened and held in accordance with the Corporations Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with the provisions of this **clause 16**.

## **16.2 Conduct of Virtual Meeting**

The following provisions apply to a Virtual Meeting of the Company:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must be distinguishable to the chair;
- (d) a person may not intentionally leave a Virtual Meeting by disconnecting their telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Virtual Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

## **17. CHIEF EXECUTIVE OFFICER**

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### **17.1 Appointment of a CEO**

The Directors shall appoint a CEO and review their performance in accordance with a CEO performance review process adopted by the Board.

### **17.2 Powers, duties and authorities of a CEO**

- (a) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

### **17.3 Suspension and removal of a CEO**

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.

### **17.4 Delegation by Directors to a CEO**

The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Company;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate their powers and responsibilities to employees or internal management committees of the Company; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

### **17.5 CEO to attend meetings**

The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

## **18. COMPANY SECRETARY**

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### **18.1 Appointment of a Company Secretary**

There must be at least one Company Secretary who is to be appointed by the Directors.

### **18.2 Suspension and removal of a Company Secretary**

The Directors may suspend or remove a Company Secretary from that office.

### **18.3 Powers, duties and authorities of a Company Secretary**

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

## **19. COMMITTEES**

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### **19.1 Committees**

- (a) The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.
- (b) The Standing Committees of the Company which must be established by the Board are as follows:
  - (i) An Audit and Risk Committee (however named);
  - (ii) A Tennis Country Committee (however named); and

- (iii) A Metro Sydney Committee (however named).
- (c) The Board will elect the chairperson of each committee. In the case of an equality of votes, the chairperson will not have a casting vote.
- (d) The composition, duties and functions of each committee established under this **clause 19** shall be defined in the relevant committee charter as amended from time to time.

## **19.2 Powers delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

## **19.3 Committee meetings**

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

## **20. POLICIES**

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### **20.1 Making and Amending Policies**

- (a) In addition to policies made under **clause 7.2**, the Directors may from time to time make policies:
  - (i) that are required to be made under this Constitution; and
  - (ii) that, in their opinion, are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those policies.
- (b) The Policies referred to in **clauses 7.2** and **20.1(a)** will take effect immediately after the service of the Policy on the Member and shall be in force and effect on that date.

### **20.2. Effect of Policies**

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution;
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution; and
- (d) may be overruled if a Special Resolution to that effect is passed by the Members at a General Meeting.

## 21. INSPECTION OF RECORDS

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A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

## 22. ACCOUNTS

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### 22.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act.

### 22.2 Auditor

A properly qualified auditor(s) shall be appointed by the Directors and the remuneration of such auditor(s) fixed and duties regulated in accordance with the Corporations Act.

## 23. SERVICE OF DOCUMENTS

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### 23.1 Document includes notice

In this **clause 23**, document includes a notice.

### 23.2 Methods of service on a Member

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to an email other electronic address nominated by the Member.

### 23.3 Methods of service on the Company

A Member may give a document to the Company:

- (a) by delivering it to the Registered Office;
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to an email other electronic address nominated by the Company.

### 23.4 Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourth business day after the date of its posting.

### **23.5 Electronic transmission**

If a document is sent by email other electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the email other electronic transmission; and
- (b) have been delivered on the business day unless the transmission was delivered on a non-business day or after 5pm on a business day in which case it is taken to be the following business day.

## **24. INDEMNITY**

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### **24.1 Indemnity of officers**

- (a) This **clause 24** applies to every person who is or has been:
  - (i) a Director, CEO or Company Secretary of the Company; and
  - (ii) to any other Officers, employees, former Officers or former employees of the Company or of its related bodies corporate (but for the avoidance of doubt does not include an auditor of the Company) as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an "Indemnified Officer" for the purposes of the rest of **clause 24**.

- (b) The Company will indemnify each Indemnified Officer out of the property of the Company against:
  - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
  - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,  
unless:
    - (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
    - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

## 24.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

## 24.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 24.1** on the terms the Directors think fit (as long as they are consistent with **clause 24**).

## 25. WINDING UP

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### 25.1 Contributions of Members on winding up

- (a) Each Voting Member maybe be required to contribute to the Company's property if the Company is wound up whilst they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
  - (i) payment of the Company's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed \$1.00.
- (c) No other Member shall be required to contribute to the Company's property if the Company is wound up.

### 25.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
  - (i) having objects similar to those of the Company; and
  - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

## SCHEDULE 1

### Honorary Life Members and Directors (at date of Constitution)

#### 1. Honorary Life Members

- Jack Chalmers\*
- Floris Conway\*
- Alex Colvin\*
- Clifford Sproule OBE\*
- Esca Stephens MBE\*
- George Sample\*
- Dorothy Dingle\*
- Allan McAndrew\*
- Jack McCall\*
- Charles Donohoe\*
- Roy Phillis\*
- HC (Dick) Seddon\*
- Reginald Gostelow\*
- Sylvia Harper\*
- H Robert Paxton\*
- Cecil Morgan
- John Bromwich\*
- John Crawford OBE\*
- Lewis Hoad\*
- Henry Hopman OBE\*
- Adrian Quist\*
- Ken Rosewall MBE AM
- James Leggatt\*
- James Russell MBE AM\*
- WV Austin
- Hon LA North AM\*
- KC Sheel OAM
- Dorn Fogarty OAM\*
- AD Gray OAM\*
- Geoff Pollard AM
- Thelma Coyne Long\*
- Victor Taylor QPM\*
- Iris Mason\*
- John Newcombe AO OBE
- Des Nicholl AM
- Tony Roche AO OBE
- Joan Bathurst\*
- Lesley Bowrey AM
- Margaret Court AO MBE
- Evonne Goolagong-Cawley AO OBE
- Jan O'Neill OAM
- John Whittaker OAM

- Malcolm Bergmann OAM
- Beryl Collier\*
- Stan Pedersen
- Ken Rose
- Paul Wigney\*
- Carol Langsford OAM
- Todd Woodbridge OAM
- Brian Armstrong
- Mick Parslow OAM
- Harry Beck
- Wendy Saville
- Greg Doyle

*\* Denotes that the Honorary Life Member is deceased*

## **2. Tennis NSW Directors**

The following persons are the Current Directors of the Company who hold a Directorial position at the time of the enactment of this Constitution and will continue to hold the same position and on the same conditions (with respect to term of office, nature of Election or Appointment and Presidency and Vice Presidency only) as they did prior to the enactment of this Constitution:

1. Melissa Achten
2. Warren Green
3. Bernadette McLoughlin
4. Brett Bevan
5. Errol Carney
6. Lindi-May Lochner
7. Robert Neinhuis
8. Ronald Heinrich
9. Wayne Pascoe
10. Wayne Swaysland

## SCHEDULE 2

### Eligibility for election or appointment as a Director

#### 1. Eligibility requirements

1.1 To be eligible for election or appointment as a director a candidate must:

- (a) not be disqualified from managing a corporation under section 206B of the *Corporations Act 2001* (Cth) or similar provision which currently provides as follows:

#### *Convictions*

- (1) A person becomes disqualified from managing corporations if the person:
- (a) is convicted on indictment of an offence that:
- i. concerns the making, or participation in making, of decisions that affect the whole or a substantial part of the business of the corporation; or
  - ii. concerns an act that has the capacity to affect significantly the corporation's financial standing; or
- (b) is convicted of an offence that:
- i. is a contravention of this Act and is punishable by imprisonment for a period greater than 12 months; or
  - ii. involves dishonesty and is punishable by imprisonment for at least 3 months; or
- (c) is convicted of an offence against the law of a foreign country that is punishable by imprisonment for a period greater than 12 months.
- The offences covered by paragraph (a) and subparagraph (b)(ii) include offences against the law of a foreign country.
- (2) the period of disqualification under subsection (1) starts on the day the person is convicted and lasts for:
- (a) if the person does not serve a term of imprisonment—5 years after the day on which they are convicted; or
  - (b) if the person serves a term of imprisonment—5 years after the day on which they are released from prison.

#### *Bankruptcy or personal insolvency agreement*

- (3) A person is disqualified from managing corporations if the person is an undischarged bankrupt under the law of Australia, its external territories or another country.
- (4) A person is disqualified from managing corporations if:
- (a) the person has executed a personal insolvency agreement under:
    - (i) Part X of the Bankruptcy Act 1966; or
    - (ii) a similar law of an external Territory or a foreign country; and
  - (b) the terms of the agreement have not been fully complied with.
- (5) A person is disqualified from managing corporations at a particular time if the person is, at that time, disqualified from managing Aboriginal and Torres Strait Islander corporations under Part 6-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*.

#### *Foreign court orders*

- (6) A person is disqualified from managing corporations if the person is disqualified, under an order made by a court of a foreign jurisdiction that is in force, from:
- (a) being a director of a foreign company; or
  - (b) being concerned in the management of a foreign company; or
  - (c) being a director of a passport fund, or of an operator of a passport fund; or
  - (d) being concerned in the management of a passport fund.

#### *Definitions*

- (7) In this section:

*foreign jurisdiction* means a foreign country, or part of a foreign country, prescribed by the regulations as a foreign jurisdiction for the purposes of this section.

- (b) not have been found to have committed one or more **serious** offences in an independent investigation or disciplinary proceeding brought against them by an employer, sporting organisation or similar body involving child abuse, sexual misconduct or harassment, acts of violence, intimidation or other forms of harassment.
- (c) provide a current working with children certification or equivalent certification with a different name as may apply from time to time (or be able to evidence a pending application for the same).
- (d) provide National Criminal History Check Certification or equivalent certification with a different name as may apply from time to time (or be able to evidence a pending application for the same).
- (e) not have been the Chief Executive Officer of the Company at any time within the 3 years prior to the date of the proposed election or appointment.
- (f) provide a completed Member Protection Declaration.

## What is the proposal?

The Tennis NSW Board (**Board**) considers that the current Tennis NSW Constitution dated 24 November 2020 is not contemporary or consistent with modern principles of good governance. Accordingly, the Board has identified a need to review and update the current Tennis NSW Constitution for the reasons outlined further below.

In order to achieve this, the Board proposes to undertake an “A for B” substitution whereby the current Tennis NSW Constitution will be replaced in full by a new constitution which (save for key provisions which have been retained from the current Tennis NSW Constitution) is largely based on the Sport Australia best practice ‘model’ constitution which has been specifically drafted to reflect and implement the Sport Governance Principles (**SGP**) (March 2020) and Sport Governance Standards (**SGS**) (February 2022), as recommended by Sport Australia (formally the Australian Sports Commission). Both the SGP and SGS represent Sport Australia’s recommendations regarding best practice governance for sporting organisations.

## Why is change required?

The Board considers that the current Tennis NSW Constitution is outdated, difficult to read, and most importantly is not reflective of modern principles of good governance. In particular, in a number of places the current Tennis NSW Constitution does not reflect the Sport Australia SGP and/or SGS (e.g. Board makeup including gender and other diversity, enshrining a right of appeal for disciplined members, categories of directors, utilisation of technology in regards to voting & the conduct of meetings, and clarification around maximum terms for directors etc.).

Given this, the Board considers that if Tennis NSW does not modernise its constitution, the organisation runs the risk of being non-compliant with current governance requirements. This in turn could expose the organisation to significant legal and/or reputational risk. Additionally, there is a concern that if Tennis NSW does not have a governance structure that reflects best practice the organisation will be less likely to receive government funding or other partnerships/sponsorship which would ultimately be detrimental to the development and growth of the sport of tennis in NSW and limit our organisation’s ability to support our members to develop and deliver on their initiatives.

Based on the Board’s review of the current Tennis NSW Constitution, the current drafting of the constitution would require substantive amendment to align with ‘best practice’ governance principles. Tennis NSW therefore considers that attempting to update the current Tennis NSW Constitution ‘piece by piece’ would likely have the undesirable consequences of making the document more convoluted, confusing, and difficult to follow. It is also possible that attempting to update the constitution in this way may not actually achieve ‘best practice’. It is for this reason that the “A for B” substitution approach is the Board’s preferred approach to the modernisation and updating of the TNSW Constitution.

## What are the major changes?

The drafting of the proposed new constitution is largely adopted in full from the Sport Australia model constitution. In most cases, whilst the wording of the clauses has been updated to ensure clarity and reflect modern good governance, the practical implications of these clauses remain unchanged from the current Tennis NSW Constitution.

Further, in certain clauses, the Board has resolved to retain the exact wording as presently appears in the current Tennis NSW Constitution. Put another way, the rights, responsibilities and powers under these clauses are **unchanged** from the position which currently exists under the current TNSW Constitution. The clauses which fall into this category are as follows:

- Clause 2.2 – Objects of the Company;
- Clause 5 – Membership (including categories of members and the process for application for membership); and
- Clause 11.1 – Votes of Members (i.e., member voting rights).

However, the Board recognises that there are some clauses which represent a significant departure from the position which exists under the current Tennis NSW Constitution. The Board would like to take this opportunity to provide the rationale behind these proposed changes and to provide the opportunity for the Tennis NSW membership to give their feedback on these proposed changes. The clauses which represent a major change include the following:

### *Clause 7 – Grievances and Discipline of Members*

The current Tennis NSW Constitution does not make any reference to a process for the disciplining of members and/or the resolution of disputes involving a member or grievances between members. SGS 8.3 provides that organisations have clearly defined processes for resolving disputes. To meet this standard, the Board proposes to include a power for the Board to create and/or adopt policies related to the disciplining of members and the resolution of disputes. The inclusion of these processes in policy rather than the constitution ensure that the processes can remain current and adaptive to changes in governance standards.

Clause 7.2(e) also constitutionally enshrines a right of appeal for a member who is subject to a hearing, investigation or determination taken under a Policy adopted for this purpose under the constitution. This right does not exist under the current Tennis NSW Constitution and ensures procedural fairness for all Tennis NSW members.

### *Clause 11.2 – Election of Directors*

Under the current Tennis NSW Constitution there is no provision to enable director elections to be held other than at an Annual General Meeting. The proposed drafting of clause 11.2 allows the Board to hold an electronic director election prior to an Annual General Meeting, with results to be announced at the relevant meeting. It is the Board's view that moving director elections online will increase members ability to take part in the voting process without a reliance on proxy voting and will also de-politicise the Annual General Meeting, which the Board considers to be desirable.

### *Clause 13 Board Make-Up*

Clauses relating to Board make-up, director rotations, nominations process etc. represent the most significant proposed change to the position which currently exists. As such these changes will be expanded on in more detail.

### **Number of Board Members**

There is no change to the number of Board members or the ratio of Elected to Appointed Directors. As is currently the case there can be no less than seven (7) total directors and no more than ten (10) total directors. Of these directors, not more than seven (7) can be Elected directors, and there can be no more than three (3) Appointed directors.

## Director Eligibility

In order to be eligible to stand for an Elected Director position or to be considered for appointment as an Appointed Director a candidate must be able to satisfy the requirements set out in Schedule 2 of the proposed new constitution. These requirements codify the 'automatic disqualification' provisions under the Corporations Act in addition to some additional requirements which are consistent with Tennis NSW's policies (i.e. being able to evidence working with children check certification). This assessment will be undertaken by the company secretary at the time of nomination for election or consideration for appointment.

This process avoids the situation which is possible under the current Tennis NSW Constitution whereby a candidate may be ineligible to sit as a director, but this assessment would not occur until after that candidate is elected or appointed. This avoids the potential situation of a casual vacancy caused by the election of an ineligible candidate.

## Gender Diversity

The current Tennis NSW Constitution does not make any provision for ensuring diversity of gender representation on the Board. SGS 4.3 provides that no gender should account for more than 60% of the total number of directors on a board. Therefore, in order to align with best practice (and separately because the Board recognises the value in diverse representation on the Board) the proposed new constitution enshrines a gender diversity target.

## Categories of Director

A major change in the new proposed constitution is the removal of the current categories of directors (e.g. Country, Metro, Court Operator etc.). The Board considers that the current categories do not guarantee the desired diversity of representation on the Board given the director categories are linked to the category of the member who nominates the director, rather than the director's personal circumstances. That is to say that under the current constitution, a candidate who is metro based and has no connection to regional NSW could feasibly be elected as a Country director if nominated by a regionally based member. The Board also considers that the current process is open to manipulation in the sense that director candidates could potentially seek nomination in a category which has a smaller number of potential candidates in order to increase/guarantee the likelihood of election.

In order to ensure true regional vs. metropolitan Sydney representation, the Board proposes to include a strict quota (clause 13.3(e)) whereby no one region (i.e. metropolitan Sydney or regional NSW) shall constitute more than 60% of the total number of directors. Whether a director is classified as regional or metropolitan for these purposes will depend on the location of the candidate's place of residence at the time of nomination when considered against the boundaries of metropolitan Sydney to be determined by the Board from time to time. The Board considers that this approach ensures equal representation for regional NSW and metropolitan Sydney whilst closing the potential for exploitation which is created by the categories of directors which currently exist.

## Nominations Committee

The proposed drafting of the new constitution provides for the implementation of a nominations committee that will be made up of an independent chair (i.e. not a Tennis NSW member or director), a member representative and a Board representative, all of which are appointed by the Board. The role of the nominations committee will be to recommend candidates to fill Director vacancies (including casual vacancies) and assess all nominees for Director vacancies. This proposed change introduces a level of independence to the director nomination process which does not currently exist

under the current Tennis NSW Constitution and should support the Tennis NSW membership to make informed decisions about who they elect to fill positions on the Board.

### Maximum Term for Appointed Directors

The proposed drafting of the new constitution proposes to reduce the maximum consecutive term for appointed directors from 9 consecutive years to 6 consecutive years. This is to facilitate increased director rotation and to ensure diversity of skill and thought on the Board.

### Transitional provisions

In the current drafting of the proposed new constitution it should be noted that there are two clauses, being clause 13.2 (transitional provisions) and schedule 1 (as it relates to Directors) which are transitional provisions. These provisions have been drafted to ensure that those persons who are elected as Honorary Life Members of the Company will remain as Honorary Life Members following the adoption of the proposed new constitution with **no changes** to any of their rights. Additionally, clauses have been included at 13.2 which have the effect of ensuring that the status of the incumbent Board (i.e. in respect of term lengths, board make-up etc) remain unchanged per the conditions of the election/appointment of the current Board members. Finally, sunset clauses have been included in clause 13.2 which allow appropriate lag time for clauses which impact on Board make up to take effect. This will allow the Board to have sufficient time to appropriately implement director rotations and to set itself up to meet its stated diversity targets (both in terms of gender diversity and regional vs. metro representation).

*This document provides answers to key questions regarding the proposed new Tennis NSW Constitution. These questions were raised during the recently completed period of community consultation conducted by Tennis NSW in respect of the proposal for a new Constitution. If, after reviewing this document, you have further questions, please do not hesitate to contact us at [matt.allen@tennis.com.au](mailto:matt.allen@tennis.com.au).*

*Further resources in respect of the proposed new Constitution, including a recording of one of the community consultation sessions, are available on the Tennis NSW website [here](#).*

### **Our club already has a constitution (for example the NSW Department of Fair Trading Model Constitution). How does this proposed new Constitution impact our existing Constitution?**

The proposed new Constitution applies to the state body only (i.e. Tennis NSW) and does not have an impact on the existing Constitution of your club. The proposed new Tennis NSW Constitution creates the rules under which Tennis NSW operates as an organisation. Whilst some of these rules do impact Tennis NSW members (e.g. rules relating to application for membership to Tennis NSW, membership fees, voting rights of members etc.) this document does not create the rules under which each of our individual members govern themselves. Each Tennis NSW member is its own separate individual entity and must have its own rules (such as a separate Constitution) which governs how that entity operates.

Therefore, the proposed changes do not impact the current Constitution of your club. You do not need to adopt the proposed changes yourself and we would encourage you to continue to rely on your existing governance documentation e.g. the NSW Department of Fair Trading Model Constitution.

### **Will the Tennis Country and Metro Sydney committees continue to be enshrined in the new Constitution?**

Yes. The only proposed change to the committees which currently appear in the Constitution is the removal of the Nominations, Remuneration and Governance Committee as a standing committee of the Tennis NSW Board. This change is purely to allow the Board to have greater flexibility in relation to the committees (and the scope of those committees) that it wishes to convene without the need to change the constitution each time a change is required.

The remaining three committees which appear in the current Tennis NSW Constitution (being the Audit, Risk and Investment Committee, Tennis Country and Metro Sydney) will remain enshrined in the constitution as a standing committee of the Tennis NSW Board. This means that these Committees must be convened by the Board.

### **In respect of the mandate that no one region (i.e. Metro Sydney or Regional NSW) will make up more than 60% of Board, how and why was this figure decided?**

This particular clause was introduced to ensure true regional representation on the Board. Tennis NSW does not consider that the current Tennis NSW Constitution achieves true regional representation in the sense that the current categories of Directors (e.g. Country, Metro, Miscellaneous etc.) are tied to the person who nominates the candidate rather than the candidate themselves. This means that a candidate who lives in metro Sydney and who has no connection to regional NSW could be appointed as a Country Director as long as they are nominated by a regional member. Further, the current system of Director categories is open to manipulation with candidates effectively able to choose the category they are nominated into in order to increase the chances they are elected. For these reasons, Tennis NSW considers that removing the categories of directors and basing the system on the candidate's place of residence at the time of nomination is far more likely to achieve true regional representation.

By using the wording "no more than 60%" the 60% maximum should also be read as a 40% minimum, that is that no one region shall have less than 40% representation on the Board under the proposed new drafting. I.e. the effect of the proposed drafting is that there is a minimum of 40% representation from each of metro Sydney and regional NSW with

the remaining 20% coming from either regional or metro. Tennis NSW considers that this split strikes the appropriate balance between ensuring representation for regional and metro areas on the Board and allowing the appropriate flexibility in Board make-up. It should also be noted that the current Tennis NSW Board has six metro based directors and four regionally based directors and would therefore satisfy the conditions stipulated in the proposed new wording.

It should also be noted that all candidates will be considered either regional or metro under the proposed new drafting. Further, both Elected and Appointed Directors will be subject to this rule. Therefore, Tennis NSW does not consider that this clause will negatively impact on other aspects of diversity in respect of the Board makeup.

**Why is it left up to the Board to determine the boundaries of Metro Sydney/Regional NSW instead of, for example, using Government definitions?**

It is necessary for the tennis boundaries to differ from those applying under government definitions in order to reflect tennis participation data and changing demographics so as to allow Tennis NSW to deliver the best quality product offerings to our members. Along the same lines, it is necessary for the Board to be able to amend these boundaries from time to time in order to ensure that the definitions continue to best reflect changing participation data and demographics.

In drafting this proposed new constitution, the Board did discuss the possibility of enshrining the boundaries within the Constitution. However, it was ultimately agreed that doing so would reduce the flexibility of the Board to ensure that our product offerings are best suited to our membership and participation base. By allowing the Board this flexibility Tennis NSW is also able to work with members to achieve the best outcomes for them. An example of this is in respect of the Nepean and Hawksbury tennis associations who did not wish to move out of the Central West region despite being classified differently under NSW Government definitions.

It should be noted that allowing the Board to determine the boundaries of Metro Sydney and Regional NSW is not a change from the current position. That is to say, the regional boundaries have never been embedded into the Tennis NSW Constitution and the current Tennis NSW Constitution also allows the Board to determine the boundaries of Metro Sydney and Regional NSW from time to time.

**Why is gender the only diversity characteristic specifically called out in the proposed constitution and how do people who do not identify with traditional gender norms fit in (e.g. persons who identify as trans, non-binary etc.)?**

There are a number of reasons why the Board has chosen to specifically call out a gender diversity target within the proposed drafting of the constitution.

Firstly, because the majority of the tennis population would identify as being either male or female, it is necessary that the Tennis NSW Board equally reflects this gender diversity. Whilst other personal characteristics (such as ethnicity or disability) are equally important, it is far more difficult to mandate representation on a Board of the size of the Tennis NSW Board given persons with these characteristics are represented by far smaller percentages of the tennis population in most cases. Given this, the Board considers that other aspects of diversity can be appropriately dealt with in the Board's skills matrix which would be utilised by the proposed new Nominations committee to guide recommendations for directorial candidates. This skills matrix would then otherwise be supported by Tennis NSW's various Inclusion and Diversity policies and procedures (including for example the recently launched Tennis NSW Reconciliation Action Plan) which actively elevate diverse voices within the tennis community through various initiatives. Further, a gender target is not restrictive of other aspects of diversity in the sense that a person who holds a diverse personal characteristic will also contribute to gender diversity in the same way as a candidate who does not hold that diverse personal characteristic.

Secondly, in respect of government funding, there has been a significant recent push around tying funding eligibility to equality of gender representation in organisational leadership. In particular, Victorian legislative requirements mandate 40% gender representation. Whilst this is not yet the case in NSW, there is a substantial risk that if the Tennis NSW Board does not place a target on gender diversity we may be precluded from receiving certain government funding, including funding from the Victorian government via Tennis Australia.

In terms of persons who do not identify with traditional gender norms (e.g. persons who identify as trans or non-binary etc.), it must be noted that the wording “no more than 60%” creates a 40% minimum, that is that no one traditional gender shall have less than 40% representation on the Board under the proposed new drafting. This means that the effect of the proposed drafting is that there is a minimum of 40% representation from persons who identify as being male and a minimum of 40% representation from persons who identify as being female, with the remaining 20% open to any person. In this sense the gender diversity target as drafted is not exclusive of persons who do not identify with traditional gender norms.

**Why is the maximum term for Appointed Directors (6 consecutive years) different than the maximum term for Elected Directors (9 years out of any 12 years)?**

Provisions limiting the term of Appointed Directors to 6 years have been taken directly from the Sport Australia Model Constitution and therefore represent best practice. This is because the role served by an Appointed Director is to address any skills gaps identified by the Board. Given this, it is appropriate that Appointed Directors serve a shorter maximum term than the Elected Directors to ensure that the Appointed Directors continue to have the necessary skills to address any skills gaps amongst the Elected Directors. Further, a limited maximum term for Appointed Directors ensures appropriate Board turnover and diversity of thought.

**Was there any consideration given to limiting how proxies could be allocated?**

Yes, the Board considered a number of options in respect of proxies including limiting the number of proxies one person/entity could hold and/or mandating that proxies be directed. However, Tennis NSW received legal advice to the effect that limiting proxy voting would be inconsistent with the provisions of the Corporations Act, and therefore that doing so could potentially expose Tennis NSW to significant legal risk. Accordingly, the decision was made that the provisions relating to proxies would be adopted directly from the Sport Australia Model Constitution without amendment.

However, it should be noted that one of the benefits of moving the director elections online prior to the AGM as proposed is that, in the Board’s view, there would be less need for regional members (in particular) to rely on proxies given they will now have the opportunity to personally participate in director elections via an online platform from the comfort of their own homes.

**Does the proposed new Constitution allow the use of proxies in a ‘show of hands’ vote?**

No. Proxies are only entitled to participate in a poll and are not entitled to participate in a ‘show of hands’ vote. This is normal governance practice.

**How does the proposed new Constitution deal with the disciplining or removal of Honorary Life Members?**

Like all other members, Honorary Life Members will be captured under any policy made or adopted under clause 7.2 of the proposed new Constitution for the purpose of resolving disputes between members and/or disciplining members. However, an important change under the proposed new Constitution is that members (including Honorary Life Members) who are subject to a hearing, investigation or determination taken under a Policy or Policies made or adopted under clause 7.2 will be entitled to an enshrined constitutional right to a minimum of one level of appeal. This

constitutionally enshrined right of appeal is not currently afforded to members but is considered an important addition by the Tennis NSW Board.

**Why are stakeholder forums included in the proposed new Constitution?**

The Tennis NSW Board considers that providing members of the tennis community with the opportunity to engage directly with the Tennis NSW Board is an important part of ensuring good governance for Tennis NSW. However, there is a need to formally distinguish between a stakeholder forum (which is not binding on the Company) from business which is conducted at a normal AGM and which would be binding on the organisation. It is for this reason that there is utility in including the process for stakeholder forums in the Constitution itself from a governance perspective.

**Is the proposed new Constitution aligned with the Tennis Australia Constitution and/or the Constitutions of the other Member Associations?**

To the extent that is appropriate for the NSW context, the proposed new Tennis NSW Constitution is aligned with the Tennis Australia Constitution. In fact, the Tennis Australia Governance Working Group is constantly working with the MA's to achieve good governance.

By contrast, the situation in many of the other MA's is vastly different to that in NSW which means the constitutions governing each MA differ from State to State. The main reason for this is that many of the other states still operate under the various state based incorporated associations acts, rather than the *Corporations Act 2001* (Cth) which governs Tennis NSW.

**Is the proposal that there will be a Yes/No vote for the entire Constitution? Will there be an option to vote Yes/No for key clauses? What happens if the proposed new Constitution is not voted for?**

Yes. At the 2022 AGM members will have the opportunity to vote for or against the adoption of the proposed new Constitution in full.

There are no plans at this stage to provide the option to vote yes or no on specific clauses. The reason for this is that based on the Board's extensive review, in order to align the current Tennis NSW Constitution with best practice principles of good governance, the current Tennis NSW Constitution would be required to undergo holistic changes. Therefore, Tennis NSW considers that attempting to update the current Tennis NSW Constitution 'piece by piece' would likely have the undesirable consequences of making the document more convoluted, confusing, and difficult to follow. It is also possible that attempting to update the Constitution in this way may not actually achieve 'best practice'.

If the proposal to replace the current Tennis NSW Constitution with a new Constitution as proposed is unsuccessful, Tennis NSW will continue to engage with the Tennis Community to identify key challenges and to continue to work in partnership with the tennis community to obtain a best practice governance model for Tennis NSW.

# Annexure 4

## Bill Gilmour OAM





## **Tennis NSW Life Member Nomination November 2022 - William “Bill” Gilmour OAM**

**Nominated by:** Ken Rosewall MBE AM

**Seconded by:** Carol Langsford OAM

The Life Membership Nomination Form requires five criteria to be addressed by proposers as below –

### **Nominee’s extraordinary and outstanding voluntary service to Tennis in NSW:**

Bill Gilmour has given extraordinary and outstanding voluntary service to Tennis in New South Wales for many decades, as well as making a significant contribution to the sport of Tennis in Australia and internationally.

He volunteered at many tennis events at White City and the Sydney Tennis Centre.

He served as a Director of Tennis NSW (including a Director with special qualifications) and was a member of numerous Boards and Committees, including Marketing & Sponsorship, Disciplinary, Referee Appointments and Appeals Committees.

Bill also served as a Tennis NSW Councillor, as President of the NSW Tennis Professionals' Association Limited and as President of Tennis Coaches Australia, as well as being Tennis New South Wales' Referee. As well, Bill (and his wife Fay) made a substantial volunteer contribution to the Australian Tennis Museum, giving valuable time and considerable expertise for decades.

### **Nominee's individual contribution having been above and beyond what might reasonably be expected within the tennis community**

Bill's individual contribution reached stratospheric heights, his service covered many decades and his significant contribution in so very many ways has been above and beyond what might reasonably be expected within the tennis community.

Bill's contribution to tennis in NSW as a Director, Councillor and valued volunteer member of Boards and Committees was always calm, wise, knowledgeable and astute and he made an important, meaningful, above expectations contribution in so many ways.

As President of the NSW Tennis Professionals' Association for 35 years, he mentored and guided more than a generation of tennis coaches in NSW who in turn developed more than a generation of tennis players, from grassroots players to players who made their mark on the world professional circuit.

Bill was also the President of Tennis Coaches Australia for 18 years, greatly influencing the development of coaching skills and expertise for Australia's tennis coaches during that entire time.

Bill was the referee for the NSW Open for 35 years, a world record. During that time Bill not only did an outstanding job refereeing the high profile NSW Open, dealing expertly with players, he also developed, guided and was a confidante to the next generation of referees, with many Tennis NSW assistant referees being trained and guided by Bill.



### **Nominee's contribution to the growth or development and/or standing of tennis within the community**

Bill's contribution to the growth and development of tennis in NSW is immeasurable. His contribution as President of the NSW Tennis Professionals' Association for more than three decades, assisting coaches to grow their businesses and attract more players to play, resulted in the growth of tennis and the number of players participating in tennis at all levels during that period. This is as well as Bill's own highly successful coaching business in which he coached from grassroots to players who later won Grand Slams, players such as Todd Woodbridge who was coached until 12 years of age.

Bill's very high profile roles and his status in tennis globally, as a Davis Cup and Fed Cup and Olympic Games Referee for 30 years, the Referee of the NSW Open for 35 years and as a Grand Slam Supervisor at the Australian Open, French Open, Wimbledon and the US Open for 20 years, has elevated the standing of tennis in the community of NSW. Seeing a NSW resident assume these lofty positions has no doubt encouraged others in the tennis community to join the officiating ranks and dare to dream they could reach those heights.

In addition, Bill taught up and coming officials and taught schools for the International Tennis Federation, all this while keeping his own tennis coaching business going in Sydney.

### **How the Nominee's service has made a significant impact on tennis in NSW**

Bill's service to tennis in New South Wales over 60 years in such wide-ranging ways has had a significant impact. His exemplary leadership and outstanding service as President of Tennis Coaches NSW for 35 years and his exceptional work as Referee of the NSW Open for a record 35 years, as well as contributing in many other ways, Bill's exceptional contribution to tennis in New South Wales is immeasurable.

Bill first represented New South Wales at age 12. He was the triple Australian Junior Champion in singles, doubles and mixed in 1953. He went on to play the world circuit, playing at Wimbledon and winning tournaments in Europe, at the same time as fellow Australians such as Lew Hoad, Ken Rosewall, Merv Rose and Ashley Cooper.

Bill has been an outstanding role model for generations of tennis players, tennis officials and tennis coaches in New South Wales, being a consummate professional in everything he undertakes and displaying impeccable behaviour and leadership.

### **Nominee's demonstrated behaviours and values in rendering their extraordinary service and their positive reputation and standing within the tennis community**

The longevity of Bill's extraordinary service and contribution to tennis both in New South Wales and globally demonstrates the high esteem in which Bill is held. Bill has always demonstrated incredibly high values and behaviours in everything he undertakes. His calm, measured approach in dealing with players in high-pressure, very public, stressful situations clearly demonstrates Bill's impeccable behaviour under pressure.

Bill is admired and respected throughout the tennis world. His extremely high values, positive reputation and standing within the tennis community in NSW and internationally, is clearly exemplified by the positions he has held and his leadership over so many decades.

# Annexure 5

## Number of votes for each Member



## Tennis NSW AGM 2022

<b>Member</b>	<b>Total Votes</b>
A Tennis Adventure	2
Ace Tennis And Leisure	3
Adamstown Rosebuds Tennis Club	2
Advantage Tennis Group	2
Albion Park Tennis Club	1
Albury Tennis Association	4
Albury Tennis Club	2
Allambie Heights Community Tennis Club	2
Alstonville Tennis Club	5
Alvon Court	1
Armidale Tennis Club	4
Avoca Beach Tennis Club	1
Balgowlah Tennis Club Inc.	2
Ballina Tennis Club	4
Balranald Lawn Tennis Club	2
Bangalow Tennis Club Inc.	2
Bar Beach Tennis Club Incorporated	2
Bareena Park Tennis Club Inc	4
Barellan & District War Memorial Tennis Club	1
Bargo Yanderra Tennis Club	1
Barooga Tennis Club	2
Barraba Town & District Tennis Club	2
Bateau Bay Tennis Centre	2
Batemans Bay Tennis Club	4
Bathurst Carillon City Tennis Club	3
Bathurst Tennis Centre	1
Bayview Tennis Club	2
Beechwood Tennis Club	2
Beecroft Lawn Tennis Club	3
Bega Tennis Club Inc.	2
Bellingen Park Tennis Club	2
Belrose Tennis Club	2
Berala-Carramar Hardcourt Tennis Association	5
Berridale Tennis Club	1
Berry Tennis Club	2
Beryl Collier	1
Binalong Tennis Club	0
Bingara Sporting Tennis Club	2
Binnaway Tennis Club	2
Blackhead Tennis Club	2
Blackheath Tennis Club Inc.	2
Blacktown Tennis Inc	3
Blacktown Venue Management (Stanhope Gardens)	1
Blast Sports Sydney Pty Ltd	1
Blayney District Tennis Club	3
Blue Mountains Tennis Association	1
Bluegum - Private Court	1

<b>Member</b>	<b>Total Votes</b>
Bodalla Tennis Club Inc	1
Bolton Point Tennis Club	2
Bolwarra & District Tennis Club	1
Bombala Tennis Club	3
Bonny Hills Tennis Club	2
Boorowa Tennis Club	2
Boronia Tennis Court	1
Bounce Tennis	1
Bowral Tennis Club	3
Braidwood Tennis	2
Branxton Tennis Club Inc	2
Brenan Park Tennis Centre	3
Brian Armstrong	1
Brocklesby Tennis Club	2
Broken Hill Tennis Association	3
Broulee Tennis Social Club Inc.	2
Brunswick Heads Tennis Club	1
Bulahdelah Tennis Club	2
Bulli And District Tennis Association	3
Bundanoon Tennis Club	2
Bundeena Bowling & Sports Club	1
Bungowannah Tennis Club	2
Burrawang Tennis Club	1
Burrumbuttock Tennis Club Inc	3
Byabarra Tennis Club	2
Byron Bay Tennis	4
Cagney Tennis Academy	5
Camden District Tennis Association	3
Cammeray Tennis Club	2
Camperdown Tennis	4
Candelo Tennis Club	1
Canterbury-Bankstown Tennis Association	3
Careel Bay Tennis Club	3
Carol Langsford OAM	1
Carrington Tennis Club	1
Casino Town Tennis Club	2
Castlecrag Sports Club Inc	1
Caves Beach Tennis Club	2
Cawongla District Tennis And Recreation Club Inc.	2
Centennial Parklands Sports Centre	1
Central Coast Sports College	3
Cessnock Tennis Club	4
Charmhaven Tennis Centre	3
Chatswood Tennis Club Ltd	3
Cheltenham Recreation Club	2
City of Parramatta Council	1
City Of Wollongong Tennis Club	6
Clarence Town & District Tennis Club Inc	2
Clarence Valley Council	1

<b>Member</b>	<b>Total Votes</b>
Cleland Tennis Club	2
Club Banora	2
Clunes Tennis Club	2
Cobargo Sport & Tennis Club Inc	2
Coffs Harbour & District Tennis Association	1
Coffs Harbour Tennis Club	3
Collaroy Tennis Club	3
Colo Vale Tennis Club	1
Complete Tennis	1
Coolong Court	1
Coomba Park Tennis Club Inc.	1
Coonabarabran Tennis Club	2
Coonamble Wanderers	2
Cooper Park Tennis	2
Cooyal Tennis Club	1
Copacabana Tennis Club	2
Copmanhurst Tennis Club	2
Coraki Tennis Club	1
Corowa Lawn Tennis Club	3
Corrimal Tennis Centre	4
Coutts Crossing Tennis Courts	1
Cowra Tennis Club	4
Crescent Head Country Club Ltd	2
Crestwood Tennis Association Inc.	2
Crookwell District Tennis Association	3
Croydon Tennis Centre	1
Cudal Tennis Club	2
Culcairn Town Tennis Club	2
Cumberland Council	1
Cundletown Tennis Club Inc	2
Dalmeny Tennis Club Inc.	2
Dapto District Tennis Club	2
Deepwater Tennis Club	1
Delegate Tennis Club Inc	2
Deniliquin Lawn Tennis Club	2
Denman Tennis Club	1
Des Nicholl AM	1
Don Dorrigo Tennis Club Inc.	2
Douglas Park Tennis Club Inc	2
Dunedoo Tennis Club	2
Dungowan and District Tennis Club	2
Dunoon Tennis Club	1
East Albury Tennis Club	0
East Lismore Tennis Club	2
East Maitland Tennis Club Inc.	2
Eastern Suburbs Tennis Association	5
Eastside Tennis Centre	0
Eglinton District Tennis Club Inc.	3
Elanora Park Tennis Club	1

<b>Member</b>	<b>Total Votes</b>
Eltham Sport & Recreation Committee	1
Empire Bay & District Sports	2
Englands Park Tennis Club	3
Erina Tennis Club	2
Ermington United Sports & Recreation Club Inc.	1
Erowal Bay Tennis Club	2
Eurobodalla Tennis Ladies Competition	1
Evans Head Tennis Club	2
Evolution Sports Pty Ltd	2
Evolve Tennis Academy	3
Exeter Tennis Club	2
Farmborough Heights Tennis Club	1
Federal Tennis Club	2
Fernhill Tennis Club	2
Figtree Tennis Club	1
Fingal Bay Tennis Club	2
Five Dock Park Tennis Centre	1
Forbes & District Tennis Club Inc.	4
Forestville Park Tennis Club	3
Forrest Hill Tennis Courts	1
Forster Tennis Club	4
FX Tennis Academy	1
Ganmain Tennis Club	2
Geoff Pollard	1
Gerogery West Tennis Club	2
Gerringong Tennis Club Inc.	3
Gilmore Park Tennis Club	2
Glen Innes & District Tennis Association	4
Glenbrook Community Tennis Club Inc.	2
Glenly Tennis Club	2
Gloucester District Tennis Association	3
Goodwin Tennis	1
Goonellabah Tennis Club	2
Gosford Tennis Club	3
Goulburn Railway Tennis Club Inc	2
Goulburn Tennis Club Inc	4
GPA Tennis	1
Grafton City Tennis Club	4
Graham Park Tennis Club	1
Grand Slam Tennis	1
Greg Doyle	1
Griffith Tennis Club	4
Gulgong & District Tennis Association	2
Gundy Tennis Club	2
Gunnedah Tennis Club	4
Gunning & District Tennis Association Inc.	2
Guyra & District Tennis Association	3
Hallam Ave Tennis Club Inc	1
Hamilton Park Tennis Club Inc.	2

<b>Member</b>	<b>Total Votes</b>
Hannam Vale P & C Tennis Club	2
Harden Tennis Club	2
Harrington Tennis Club	2
Harry Beck	1
Hastings Park Tennis Centre	2
Hat Head Tennis Club	1
Hawkesbury District Tennis Association	3
Hay Tennis Club Inc.	4
Helensburgh & District tennis Club	1
Henty Park Tennis Club	3
Hernani Tennis Club	2
Hillcrest Tennis Club	1
Hills District Tennis Association	6
Hillsborough & District Tennis Club	2
Hinton & District Tennis Club	2
Holbrook Tennis Club	3
Hopwood Park Tennis Club	3
Hornsby Kuring-Gai District Tennis Association	3
Howe Park Tennis Club	4
Howlong Tennis Club	3
Hume Country Tennis Association	2
Hume Tennis Club Inc.	3
Hunters Hill Club	1
Hunters Hill Tennis Club	3
Huskisson Tennis Club	2
Illawarra Suburbs Lawn Tennis Assoc	4
In Deep Tennis & Fitness	1
Ingleburn Tennis Club	3
Inner West Council	1
Inspire Tennis	1
Inverell Tennis Club	4
Jamberoo Tennis Club Inc.	2
Jan O'Neill	1
Jensen's Tennis Centre / City Community Tennis	6
Jindera Tennis Club	2
John Newcombe AO OAM	1
John Whittaker OAM	1
Junction Hill Tennis Club	2
Junee Tennis Club Inc.	2
Kangaroo Valley Tennis Club	2
Karuah & District Tennis Club Inc.	2
Katoomba Tennis Club	1
Keirle Park Tennis Centre	2
Kempsey Tennis Club Inc	4
Ken Rose	1
Ken Rosewall MBE AM	1
Kendall Tennis Club	3
Kiama & Shellharbour District Tennis Association	4
Kiama Tennis Club	4

<b>Member</b>	<b>Total Votes</b>
Killabakh Tennis Club Inc	2
Killara Lawn Tennis Club	3
Kim Warwick Tennis	5
Kincumber Tennis Club	1
Kingscliff Tennis Club Inc.	3
Kioloa Bawley Point Tennis Club	1
Koobilya St Tennis Courts	2
Koorringal Tennis Club Inc.	2
Kooroora Tennis Club	3
Krambach Tennis Club	1
Kurri Kurri Tennis Club	3
Kyogle Tennis Club	2
Lake Cathie Tennis Club	2
Lake Macquarie Tennis Centre	2
Lakeside Tennis Group Inc	2
Lambton Park Tennis Club	1
Lane Cove Tennis Club Inc.	3
Lane Cove West Tennis Club	2
Lavington Tennis Club	2
Lawson Tennis Club	1
Learmonth Park Tennis Club	2
Lesley Bowrey	1
Lindfield Tennis Club	2
Lismore Tennis Club	3
Lithgow City Tennis Club	4
Longueville Tennis Club	4
Love'N Deuce Pty Ltd	6
Lower Clarence Tennis Association	3
Macksville Tennis Club Inc.	2
Macquarie View Tennis Club	2
Maidens Brush Tennis Club	1
Malcolm Bergmann OAM	1
Malua Bay Tennis Club	2
Mangoplah Tennis Club	1
Manly Lawn Tennis Club	2
Marconi Tennis Academy	2
Margaret Court	1
Marlee Tennis & Recreation Club Inc	1
Marrar Tennis Club	2
Marrickville & District Hardcourt Tennis Assoc.	2
Marrickville District Lawn Tennis Club	3
Max Tennis	4
Meadows Tennis Club	3
Medowie Tennis Club	3
Mendooran Tennis Club	2
Merimbula Tennis Club	3
Merriwa Tennis Club	1
Mick Parslow OAM	1
Milton Ulladulla District Tennis Association	4

<b>Member</b>	<b>Total Votes</b>
Minnamurra Tennis Club Inc.	1
Mittagong Bluebirds Tennis Club	2
MLC School	1
Mona Vale Tennis Club	2
Moree Tennis Club Inc.	4
Moruya Tennis Club	2
Morven Social Tennis Club	2
Mosman Lawn Tennis Club	3
Mosman Tennis Centre	1
Moss Vale Tennis Club Inc.	3
Mount Hutton Tennis Club	3
Mount Riverview & District Tennis Club Inc.	1
Mt Kembla Tennis Club	1
Mudgee District Tennis Club	4
Mullumbimby Tennis Association	3
Murwillumbah Tennis Club	3
Muswellbrook Park Tennis Club Inc.	3
Myall Park Tennis Club	2
Nabiac Tennis Association	2
Nambucca Heads Tennis Club	2
Nareena Hills Tennis Clubs	1
Narooma Tennis Club	2
Narrabri District Tennis Association	3
Narrandera Tennis Club	3
Narraweena Tennis Club	1
Narromine Tennis Club Inc.	1
Nelson Bay Tennis Club	3
Nepean District Tennis Association Inc	6
Newcastle & District Tennis Association	6
Newcastle Community Tennis Centre	1
Newcastle Hill Tennis Club	3
Newcastle Tennis Club Inc	2
North Arm Cove Tennis Club Inc.	2
North West Sydney Tennis	5
Northbridge Public School	0
Northern Suburbs Tennis Association	2
Northern Suburbs Ladies Midweek Tennis Association	1
Nowendoc Tennis Committee	1
NSW Catholic Lawn Tennis Association	3
NSW Chinese Tennis Association	1
NSW Hardcourt Tennis Association Inc	1
Oak Flats Tennis Club Inc.	2
Oberon Indoor Sports Centre Inc	2
Ocean Shores Tennis Club Inc	2
Old Bar Tennis Club	3
Olympic Park Tennis Club	3
Orange Ex-Services' Tennis Club	2
Orange Indoor Tennis Club	2
Ourimbah Tennis Club	3

<b>Member</b>	<b>Total Votes</b>
Pacific Palms Tennis Club	1
Pambula Tennis Club	3
Paramount Tennis Club - Dubbo	4
Parkes Tennis Club	4
Parkville Tennis & Social Club	0
Parramatta City Tennis Inc.	4
Paterson Tennis Club	1
Paul's Tennis Academy	1
Peak Hill Tennis Club	2
Pearl Beach Tennis Club	2
Penrith City Council	1
Penrith City Tennis Club	2
Penrose Tennis Club	2
Picton Tennis Club	3
Pinecourt Tennis Club	2
Play Tennis Maitland	0
Pleasant Hills Tennis Club	2
Port Macquarie Tennis Club	3
Pottsville Beach Tennis Club Inc.	2
Pure Tennis Advantage	1
Pymble Ladies College	2
Quaama Tennis Club	1
Queenwood Tennis Centre	1
Raglan & District Tennis Club	1
Rally 4 Ever	0
Raworth Tennis Centre	2
Rawson Park Tennis Centre	1
Raymond Terrace & District Tennis Club	3
Redgrave Park Tennis Club Inc	2
Redhead Tennis Club	2
Redsport Tennis Coaching	1
Riverside Tennis Club	2
RM Singh Pty Ltd	1
Robertson Tennis Club	2
Rockdale Tennis Club	1
Rod Fahey Tennis School	5
Roseville Lawn Tennis Club	3
Roseville Park Tennis Club Incorporated	2
Ryde Balmain Tennis	4
Rylstone Tennis Club Inc.	1
San Isidore Tennis Club	2
Sawtell Tennis Club	4
Scone Hardcourt Tennis Association	3
Scotts Head Tennis Club	2
Shaun Hibbert Tennis Academy	5
Shirley Paxton	1
Shoal Bay Tennis Club	2
Shoalhaven District tennis Assoc.	6
Shoalhaven Heads Tennis Club	2

<b>Member</b>	<b>Total Votes</b>
Snape Park Tennis Centre	4
Soldiers Point Tennis Club	2
South Camden Tennis Club Inc.	3
South Kempsey Tennis Club	1
South Swansea Tennis Club	2
South Wagga Tennis Club	2
Southern Cross Tennis Academy	3
Sporties Tennis Club	1
Sports Management Group	1
Springwood Tennis Club	4
SSMG Voyager Pty Ltd	0
St Andrews Tennis Club	2
St James Park Tennis Club	1
St Joseph's College	1
St Patricks Tennis Club	4
Staggy Creek Tennis Club	1
Stan Pedersen	1
Stanwell Park Tennis Club	2
Stockton Tennis Club	3
Strathfield Sports Club	3
Stroud Tennis Club	1
Sussex Inlet Tennis Club	2
Sutherland Shire Council	1
Sydney Maccabi Tennis Club	5
Sydney Sports Management Group	5
Sydney Uni Tennis	2
Sydney University Lawn Tennis Club	2
Sylvania Waters Tennis Centre	2
T Town Tennis	3
Table Top Tennis Club	2
Taralga & District Tennis Association	1
Taree Tennis Centre (Mrtc)	3
Tathra Beach Country Club Tennis Club	3
Tennis Central	2
Tennis First Academy	1
Tennis Macarthur	1
Tennis Northern Beaches	3
Tennis Seniors NSW	1
Tennis Sydney	1
Tennis Terranora	3
Tennis Valley	2
Tennis Wollongong Inc.	3
Tenterfield & District Tennis Association Inc.	2
Terrey Hills Tennis Club Ltd	2
Terrigal Tennis Club	1
The Channon District Sporting Organisation	2
The Courts @ East	2
The Entrance District Tennis Club	1
The King's School Tennis Club	1

<b>Member</b>	<b>Total Votes</b>
The Neutral Bay Club	1
The Pines/Teloepa Private Court	1
The Ponds Tennis Club	2
The Royal Sydney Golf Club	3
The Scots College	1
The Sydney Lawn Tennis Club	1
Thirlmere Tennis Club	1
Thirroul Tennis Club	2
Thornton Park Tennis Club Inc.	1
Thurgoona Tennis Club	1
Tilligerry Tennis Club	2
Tinonee Tennis Club	1
Tintenbar Tennis Club	2
Todd Woodbridge	1
Tony Podesta School Of Tennis	1
Tony Roche AO OBE	1
Tooma & Tooma Pty Ltd	1
Tottenham Tennis Club	2
Tourist Road Oval Tennis Club	1
Towamba Tennis Club	2
Trangie Community Tennis	2
Trumper Park Tennis Centre	5
Tumbulgum Rangers Sports Club Inc	2
Tumut Lawn Tennis Club	2
Tuross Head Tennis Club	1
Tweed District Tennis Association Inc.	1
Tweed Heads Tennis Club Inc	2
Twin Towns Tennis Club Inc. - Tuncurry	3
Uiver Park Tennis Club	2
Umina Tennis & Sporting Club Inc	3
Unanderra Tennis Club	2
Uralla Tennis Club	2
Uranquinty Tennis Club Inc	2
Valla Beach Tennis Club	2
Vanderville Tennis Club	1
Vince Barclay Tennis	6
Voyager Tennis	5
Wagga Wagga Tennis Association	4
Walbundrie Tennis Club	2
Walcha District Tennis Association	2
Walgett Tennis Club	0
Walla North Walla Tennis Club	1
Wandella Tennis Court	1
Waratah Tennis Club	2
Warialda Tennis Club	1
Warren & District Tennis Club	3
Waterview District Tennis Club	2
Wauchope Timbertown Tennis Club	3
Wendy Saville	1

<b>Member</b>	<b>Total Votes</b>
Wentworth District Tennis Club	3
Wentworth Falls Tennis Club	2
West Port Macquarie Tennis Club	6
West Tamworth Tennis Club	3
West Wyalong Tennis Club	2
Western Suburbs Lawn Tennis Association Ltd	3
Westside Tennis Club	4
Wherrol Flat Tennis Club	2
Willoughby City Council	1
Windang Tennis Club	2
Wingecarribee Tennis Association	1
Wingham Tennis Club	3
Winmalee & District Tennis Club	1
Winston Hills Tennis Academy	1
Wiseman Park Tennis Club	2
Wollombi Valley Tennis & Sports Asso Inc	2
Woolgoolga Tennis Club	3
Wooli Tennis Club Inc	2
Woy Woy Tennis Club	3
Wyong District Tennis Association	4
Yass Lawn Tennis	2
Yerong Creek Tennis Club Inc.	1
Young Tennis Club	4
Zone Tennis Pty	2
	1100