

**ABERDOUR TENNIS CLUB
CONSTITUTION**

1. NAME

The name of the organisation shall be Aberdour Tennis Club (hereinafter called “the club”).

2. DEFINED TERMS

In the rules, unless the context requires otherwise:

Disciplinary Code – means the disciplinary code of the Lawn Tennis Association in force from time to time.

LTA – means the Lawn Tennis Association CLG and its subsidiaries of such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time.

Member – means a member of Aberdour Tennis Club.

Junior Member – means a member under the age of 21 as at 1st May.

Rules – means the rules of the Lawn Tennis Association as in force from time to time.

3. OBJECTS

The objects of the Club shall be:

- a. To promote the sport of tennis in the village of Aberdour.
- b. To provide opportunities for young people and adults to participate in playing tennis in Aberdour.
- c. To encourage and enable provision to help adults and young people through their leisure activities.
- d. To promote the personal and social development of adults and young people.
- e. To acquire either by purchase or lease, property and or equipment and to maintain and manage, or to co-operate with any local statutory authority or authorities in the maintenance and management of such property for activities promoted by the Club in the furtherance of any of the above objects.

In furtherance of these objects

- a. The Club shall affiliate to the Lawn Tennis Association and any other local associations whose objects shall not be inconsistent with these set out above.
- b. The Club operates a Child Protection policy as outlined by the LTA Clubmark programme.

4. MEMBERSHIP

Membership of the Club shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.

The Club may have different classes of membership and subscription on a non-discriminatory and fair basis.

The Club will keep subscriptions at levels that will not pose a significant obstacle to members participating.

The Club Committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or sport into disrepute. Appeal against refusal or removal may be made to the members. All members of the General Committee and players shall be eligible for membership of the Club, upon payment of an annual membership fee as determined at the Annual General Meeting (AGM) and must be paid within one month of the season’s opening or such time as the General Committee decide.

Conditions of membership:

Each member agrees as a condition of membership:

- a. To be bound by and subject to the LTA rules (as in force from time to time).
- b. To be bound by and subject to the Rules and the Disciplinary Code (as detailed more fully in section 12 overleaf).

5. GENERAL MEETINGS OF THE CLUB

a. Annual General Meetings.

An Annual General Meeting of the Club shall be convened by the General Committee and held each year one to three months before the opening of the season to:

- i. Consider the Annual Report and Financial Statement of the Club.
- ii. Consider any other business submitted in writing not less than seven days before the meeting and printed on the Agenda.
- iii. Elect the Office Bearers. The Office Bearers of the Club shall comprise President, Secretary and Treasurer.
- iv. Elect the members of the General Committee. The General Committee shall comprise the Office Bearers, not more than six adult members and two junior members. Not more than three members of the General Committee including the Office Bearers shall reside out with Aberdour, subject to availability and to modification as desired by each AGM.
- v. A suitably qualified person who will carry out a review of the Club's Financial Statements and report thereon, shall be appointed by the AGM.
- vi. The annual subscription shall be determined at the AGM and must be paid within one month of the season's opening or such time as the General Committee may decide.

b. Extraordinary General Meeting

The General Committee may at any time at their discretion call an Extraordinary General Meeting of the Club. Without fourteen days of receiving a written request to do so signed by not less than twenty members having the power to vote and giving reasons for the request, the General Committee shall call an Extraordinary General Meeting of the Club to consider the matter(s) referred.

c. Notice of General Meetings

Not less than fourteen days notice must be given to all members of all General Meetings of the Club.

d. Attendance and Voting

Adult members and junior members shall have the right to attend General Meetings of the Club. Subject to the provisions of Clause 8b. (rules of procedure at all meetings - voting) the power to vote at such meetings will be restricted to members of fourteen years and over at the date when subscriptions are due.

6. THE GENERAL COMMITTEE

- a. The policy and affairs of the Club shall be administered by a General Committee comprising the Office Bearers, not more than six adult members and two junior members.
- b. The General Committee shall have the power to co-opt Club members onto the General Committee as it may deem necessary.
- c. No member of the General Committee shall receive any remuneration or other benefit in money or money's worth except out-of-pocket expenses.

7. SUB COMMITTEES

- a. The General Committee may appoint sub-committees for special purposes.
- b. The General Committee may appoint any members of the Club to sub-committee.
- c. The Chairman, Secretary and Treasurer shall be ex officio members of all sub-committees.

8. RULES AND PROCEDURES AT ALL MEETINGS

a. Quorum.

Five shall be in a quorum at all meetings of the General Committee.

Twenty percent of the Club membership eligible to vote shall form a quorum at AGM or Extraordinary General Meeting. If the persons attending an annual or extraordinary general meeting do not constitute a quorum within an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the Chairman of the meeting must adjourn it. When adjourning an annual or extraordinary general meeting the Chairman must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the General Committee.

b. Voting.

Adult members and junior members (14 and over at the date when subscriptions are due and under 21) will be eligible to vote.

c. Minutes.

Minute books shall be kept by the Club (i.e. The General Committee and all sub-committees) and the appropriate Secretary shall enter therein a record of all proceedings and resolutions.

d. The Secretary shall attend to all correspondence.

9. FINANCE

a. The Club's financial year shall end on 31st December.

b. The Treasurer shall keep proper accounts and all finances of the Club.

c. All surplus income or profits are to be reinvested in the Club. No surpluses or assets will be distributed to members or third parties.

d. The Accounts of the Club shall be inspected annually by a suitably qualified and elected independent examiner appointed at the AGM.

A Statement of Accounts for the last financial year shall be submitted by the General Committee to the AGM.

e. All monies shall be paid into the Club's bank account(s) which shall be maintained with such Bank(s) as may be determined from time to time by the General Committee.

All Deeds, Bills of Exchange etc. relating to the Club's bank account(s) shall be signed by two officers of the General Committee.

f. The General Committee may, from time to time, borrow or raise sums of money as and when they think fit for the purposes of improving Club facilities, subject to obtaining approval from a quorum of the Club membership.

10. DISSOLUTION

If the General Committee by a simple majority decides at any time that on the ground of expense or otherwise, it is necessary or advisable to dissolve the Club, it shall call a meeting of all members of the Club giving not less than twenty one days notice (stating the terms of the resolution to be proposed thereat) shall be posted in a conspicuous place or places in Aberdour.

If such a decision shall be confirmed by a simple majority of those present and voting at such a meeting, the General Committee shall have the power to sell or dispose of any assets held by or in the name of the Club and shall repay to them such part as they may require of any proceeds of the sale of disposal. Upon dissolution of the Club any remaining assets shall be given or transferred to another registered CASC, a registered charity, or the governing body (LTA) for use by them in related community sports.

11. ALTERATIONS TO THE CONSTITUTION

Any proposal to alter the Constitution must be notified to the Secretary of the Club not less than twenty eight days before the meeting at which it is first to be considered.

The Constitution of the Club shall not be altered unless fourteen days notice has been given to all members of such an alteration before the General Meeting at which the motion is proposed.

Any alteration will require a simple majority of those present, eligible to vote and voting at a General Meeting provided that a quorum is achieved.

12. CONDITIONS OF MEMBERSHIP

1.1 Each member agrees as a condition of membership:

- a. To be bound by and subject to these rules (as in force from time to time)(note 1).
- b. To be bound by and subject to the Rules and Disciplinary Code (note 2).

1.2 Rule {1(1)} confers a benefit on the LTA and, subject to the remaining provisions of this Rule, is intended to provide third party rights and to be enforceable by the LTA at its option and its sole discretion. No amendment, variation, or revocation may be made to the terms of rule {1(1)} without prior written consent of the LTA. The identity of each member shall be notified to the LTA by Aberdour Tennis Club in accordance with the LTA's directions from time to time. Such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule {1(1)}, should be enforceable by any person who is not a party to this agreement.

2. The General Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.

3. The General Committee:

The Aberdour Tennis Club agrees that each member of the General Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that:

- i. the agreement confers a benefit upon the LTA.
- ii. the agreement creates third party rights in the LTA's favour.
- iii. both or one of the LTA and/or Aberdour Tennis Club can enforce any breach at its/their option and in its/their sole discretion (note 3).
- iv. the agreement may not be varied, amended or revoked without the prior written consent of the LTA.
- v. the identity of each member of the General Committee shall be notified to the LTA by the Aberdour Tennis Club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

4. Coaches and Players.

Aberdour Tennis Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of Aberdour Tennis Club will be required, as a condition of use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that

- i. the agreement confers a benefit upon the LTA.
- ii. the agreement creates third party rights in the LTA's favour.
- iii. both or one of the LTA and/or Aberdour Tennis Club can enforce any breach at its/their option and in its/their sole discretion (note 4).
- iv. the agreement may not be varied, amended or revoked without the prior written consent of the LTA.

v. the identity of each person to whom such agreement relates shall be notified to the LTA by the Aberdour Tennis Club in accordance with the LTA's directives from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

Note 1 – this means that each member of the Aberdour Tennis Club agrees to be bound by the rules of the Aberdour Tennis Club.

Note 2 – this means that each member of the Aberdour Tennis Club agrees to be bound by the LTA's Rules and Disciplinary Code.

Note 3 – this means that the members of the Aberdour Tennis Club's General Committee need to agree to comply with the LTA's Rules and Disciplinary Code.

Note 4 – this means that each club/registered place to play is expected to get their unlicensed and unregistered coaches, and as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code.

13. VISITORS

Visitors will be allowed to play under any rules that the General Committee may decide and must also agree to be bound by the LTA's Disciplinary Code by completing the appropriate forms available in the Clubhouse, where practical to do so.

First written November 1990

Amended 19 February 2012

Further Amended 23 October 2016

Signed:

A handwritten signature in black ink, appearing to read 'C. Aitchison', written in a cursive style.

Lucy Aitchison – President
At SGM on 23 October 2016