

ANGMERING-ON-SEA LAWN TENNIS CLUB

RULES

1. TITLE OBJECTS AND DEFINITIONS

- 1.1 The Club shall be known as "ANGMERING-ON-SEA LAWN TENNIS CLUB".
- 1.2 The freehold and leasehold property of the Club shall be vested in Angmering-on-Sea Lawn Tennis Club Limited and the Chairperson and Honorary Secretary for the time being of the Club shall be the Directors and Secretary of the said Company and each shall hold one share in the Company during their period of office and they shall act as Directors, Company Secretary and shareholders at all times only in accordance with the wishes of the Club.
- 1.3 The object of the Club is to provide facilities for and to promote participation of the whole community in the sport of Tennis.
- 1.4 The Club may provide supporting and related social facilities, sporting equipment, coaching courses, insurance cover, medical treatment, away match expenses in exceptional situations, post match refreshments, and other ordinary benefits of community and amateur sports clubs as provided for in the Corporation Tax Act 2010 as amended by the Finance Act 2010.
- 1.5 In these Rules, unless the context otherwise requires:

“LTA” means the Lawn Tennis Association and its subsidiaries or such successor entry or entries as become(s) the governing body of the game of lawn tennis from time to time.

“The CLTA” means the County Lawn Tennis Association, Tennis Sussex.

“The LTA Disciplinary Code” means the disciplinary code of the LTA in force from time to time.

“LTA Rules” means the rules of the LTA as in force from time to time.

“Member” means a member of the Club admitted from time to time to membership of the Club in accordance with Rule 6.

2. ADMINISTRATION

- 2.1 A Management Committee, consisting of the following members, shall manage the club: Chairperson, Honorary Treasurer, Honorary Secretary, Membership Secretary and not more than 6 other members. All shall be elected for the year at the Annual General Meeting except that the elected Committee shall have power to fill any casual vacancy.
- 2.2 The Management Committee shall elect Members in accordance with Rule 6 and shall from time to time make and revise the Club's Bye Laws and shall have power to decide any matter not provided for by these Rules and the current Bye Laws. They shall meet at least six times in every year and additionally as circumstances may require. The quorum at a Management Committee Meeting shall be five and in the event of equality of voting the Chairperson shall have a second or casting vote.

- 2.3 The Management Committee may employ a Head Coach (on such terms as the Committee shall decide) who shall be directly responsible to the Tennis Manager. The Head Coach shall attend management meetings but shall have no voting rights.
- 2.4 The Management Committee may co-opt and may delegate any part of its duties (except the election of Members) to one or more appointed Sub-Committees which may be composed of any Members of the Club.
- 2.5 All appointed sub-committees shall at all times be accountable to the Management Committee.
- 2.6 Subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, the Management Committee is enabled to discipline the Members where permitted by its Rules/Bye Laws and to refer its Members to be disciplined by the LTA.
- 2.7 Any Sub-Committee to control the bar supplying intoxicating liquor shall be appointed in accordance with the Licensing requirements.
- 2.8 Subject to the approval of the licensing authority, the Club Bar is licensed to be opened for the sale of intoxicating liquor seven days a week from 10 am to midnight.
- 2.9 No alcoholic liquor may be purchased or consumed on the premises outside the above hours. These permitted hours are subject to alteration in the event of conditions to the effect being attached to the issue by the Justices of the Club's Registration Certificate.
- 2.10 Provided that this regulation shall not prevent Members or their guests from purchasing and consuming alcoholic liquor outside these hours in the event of a special function in respect of which an exemption from the permitted hours has been granted by the Justices.
- 2.11 The bar operating periods may be reduced at the discretion of the Management Committee if it is considered desirable to do so.
- 2.12 Only Members of the Club, guests of Members of the Club or members of other Clubs visiting the Club for the purpose of an organised game against the Club, and persons accompanying such members or any such person visiting the Club for the purpose of a social event of the age of 18 years or over, may purchase alcoholic liquor for consumption on the premises provided that nothing in the Rules shall permit persons other than a Member of the Club to purchase alcoholic liquor for consumption off the premises.
- 2.13 Members of the Club or guests of Members of the Club under the age of 18 years may not consume alcoholic liquor on the Club premises.
- 2.14 The Club agrees that each member of the Management 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 regulations of Tennis Sussex and the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

3. GENERAL MEETINGS

- 3.1 14 days' notice in writing or mail of any General Meeting called shall be sent to each member. At all General Meetings 15 Members present shall be deemed a quorum. All matters with the exception of proposed changes to the Rules of the Club (see 11.3) shall be decided by a majority of Members present and voting except that in the case of a General Meeting held electronically as provided in Rule 3.4 such majority shall be of the total of the votes of those present by video-link and postal votes received. Voting shall be confined to Members of 18 years and over and these shall have equal voting rights.
- 3.2 An Annual General Meeting shall be held in each year in July. The Agenda which shall be included in the notice of the meeting shall comprise:
- 3.2.1 Minutes of the last Annual General Meeting and of any subsequent Special General Meeting the Minutes of which have not previously been submitted for approval by Members in General Meeting.
 - 3.2.2 Submission of Annual Accounts.
 - 3.2.3 Chairperson's Report.
 - 3.2.4 Election of Management Committee.
 - 3.2.5 Appointment of Auditor.
 - 3.2.6 Any other business
 - (a) Of which 28 days prior notice in writing or email to the Honorary Secretary must have been given.
 - (b) Matters which do not require a vote of the Members present.
- 3.3 Extraordinary General Meetings
- The Honorary Secretary shall at the request of the Management Committee or on receipt of a written request signed by not less than 20 Members entitled to vote stating the purpose thereof, call an Extraordinary General Meeting which shall be held within 28 days of the request.
- 3.4 General Meetings may be held electronically if circumstances prevent physical attendance of sufficient numbers to form a quorum in which case not less than 15 of those attending the Meeting by video link may form the required quorum and shall be deemed "present" for the purposes of Rule 3.1.
- 3.5 In the event of a General Meeting being held electronically postal votes will be accepted, the procedure for which will be set out in the Notice of the Meeting.

4. RECORDS

4.1 Minutes of the proceedings of all General and Management Committee Meetings shall be recorded by the Club's Administrator who shall also prepare and publish notices of Meetings. Correspondence on behalf of the Club shall be undertaken by the Club Administrator, Honorary Secretary or Membership Secretary, Chairperson or other officer of the Club whom the Management Committee may authorise from time to time.

4.2 A register of names and addresses of Members shall be kept by the Club Administrator.

5. FINANCE

5.1 The Financial year of the Club shall end on the 31st March each year.

5.2 Records of all financial transactions shall be kept by the Honorary Treasurer in a suitable form of accounting.

5.3 The accounts shall be certified by the Club's accountants and a statement of accounts certified for submission to the Annual General Meeting. Details of these accounts shall be sent to all Members with the notice convening the Meeting.

5.4 All funds belonging to the Club except for any investments in the Club's name and a small amount for petty cash shall be lodged by the Honorary Treasurer with a bank in the name of the Club.

5.5 The payment of all invoices and other expenditure should be made electronically using the Club's Debit Card facilities. All payments need to be authorised by 2 separate signatories of the Club. The Signatories should be Hon Treasurer, Chairperson and Hon Secretary.

5.6 The funds of the Club may be disbursed by the Management Committee at their absolute discretion for the benefit of the Club and for no other purpose. All surplus income or profits shall be re-invested in the Club and no surpluses or assets will be distributed to members or third parties.

5.7 Any capital expenditure which by definition shall be expenditure in excess of the maximum in any one year of the greater of £5,000 or 5% of the annual subscription income of the Club for its last accounting year on an asset or project other than the replacement or refurbishment in like form of the existing assets or facilities of the Club shall first be approved by a majority of members in a general meeting.

5.8 The Management Committee is empowered to borrow money for the purposes of the Club in such amounts and upon such terms as to interest security and otherwise as the Management Committee shall from time to time determine provided that any loan in excess of the maximum in any one year of the greater of £5,000 or 5% of the annual subscription income of the Club for its last accounting year shall first be approved by a majority of members in a general

meeting.

6. MEMBERSHIP

6.1 Eligibility for Membership

6.1.1 Persons of either sex are eligible for full membership of the club. No person shall be denied membership of the club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.

6.1.2 Persons aged 18 and under may be elected as Junior Members without the right to hold office or vote at general meetings.

6.2 Membership shall consist of the following (and for the purposes of using ages under the various headings, age is as at the renewal date of 1st April):

6.2.1 Adult Playing Membership: Adult aged 31 and over

6.2.2 Family Membership: Three or more playing members of the same family, living in the same household, including children under 18, at least one of whom must be an adult playing member or an adult coached member

6.2.3 Intermediate Membership: Aged 19-30

6.2.4 Student Membership: (a) Aged 19 years and over in full time education in county
Student Membership: (b) Aged 19 years and over in full time education outside county

6.2.5 Junior Membership (a) Aged 11 - 18

Junior Membership (b) Aged 11 - 18 out of county

6.2.6 Mini Membership (a) Aged 9 and 10

Mini Membership (b) Aged 8 and under

6.2.7 Parent/Guardian Membership: Named Parent/Guardian of a child member aged 14 and under. Restricted to playing before 6pm weekdays only with the child member; and restricted to availability of court at weekend

6.2.8 Coached Membership(a) Adult aged 31and over

Coached Membership (b) Intermediate aged 19-30

6.2.9 Social Membership: Non playing member. Social members are not permitted to book courts.

6.2.10 Temporary Membership: At the discretion of the Management Committee. Confined to persons not ordinarily resident in the district

Temporary Members shall have no voting rights or claims over the assets of the Club.

6.2.11 Winter Membership: At the discretion of the Management Committee, Winter Playing Members shall be entitled to the use of the Club premises and the courts during the period 1st October – 31st March only

Winter Members shall have no voting rights or claim over the assets of the Club.

6.3 Playing Membership of the Club shall be limited at the discretion of the Management Committee, depending on the courts available.

6.4 The subscription year will commence on 1st April in any year.

6.5 Joining fees and subscriptions of members and any allowances shall be fixed by the Management Committee every year for the ensuing subscription year and published in the Clubhouse at least 4 weeks before the date of the following Annual General Meeting, to be approved at that meeting PROVIDED THAT the Management Committee shall use its best endeavours to ensure that the fees proposed by it do not pose a significant obstacle to membership of the Club except when 6.3 applies.

6.6 Adult Playing Members who qualified for fixed rate discounted subscriptions under former Rule 6.6 shall continue to pay subscriptions at the same rate applicable to the year in which such Adult Playing Members qualified under former Rule 6.6.

Such members shall be placed in the following membership category:

Senior Adult Playing Members: Adult Playing Members who qualified for fixed rate discounted subscriptions under former Rule 6.6.

- 6.7 Any person who wishes to become a member must submit an application form to the Club Administrator. Every application shall be reviewed by the Membership Secretary.
- 6.8 Conditions of membership
- 6.8.1 Each member (of each class) agrees as a condition of membership:
- (a) to be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time) and
 - (b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.
 - (c) to be bound by and subject to the Club's Bye Laws and any other Codes of Practice, special rules etc in force at the time.
- 6.8.2 Rule 6.8.1 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third parties) Act 1999. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule 6.8.1, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.
- 6.8.3 The Management 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 these rules.
- 6.9 All applicants for playing membership will be given playing time with one of the coaching team who will decide upon the correct category of membership.
- 6.10 New members joining the Club after 30 April and existing members in the Parent/Guardian membership category changing to either Adult Playing or Adult Coached membership category during the subscription year, shall pay a pro rata subscription for that category of membership based on the number of months remaining in the subscription year provided that such an allowance shall not apply to former members on re-joining unless they have missed a full subscription year.
- 6.11 If a member does not rejoin and does not play during a period when he/she has not paid a subscription, but rejoins within a period of three years from the date of leaving, no joining fee will be payable. If a member leaves to undertake a course of Further Education, the 3 year period shall be extended to cover the duration of the course. Proof of study will be required.

- 6.12 The subscription will be based on the age of the member or prospective member at the time of renewal or joining.
- 6.13 The parent or guardian of a Mini member or a junior member under the age of 13 is automatically a social member without payment but shall have no voting rights or claim over the assets of the Club or eligibility for any ballot for tickets to tennis tournaments.
- 6.14 No variation shall be made in subscriptions without the consent of a General Meeting.
- 6.15 Joining fees and subscriptions shall be payable on election. Should these be unpaid one month after receipt of notification of the election, the membership concerned shall be cancelled.
- 6.16 Any member whose subscription is unpaid by the due date, or who has not delivered a valid Standing Order mandate by the due date shall cease ipso facto to be a member of the Club and shall forfeit any right in or claim upon the Club and its property but may be reinstated during the relevant subscription year at the discretion of the Management Committee upon payment of all arrears. PROVIDED THAT the Management Committee shall use its best endeavours to ensure that the fees set by it do not pose a significant obstacle to membership of the Club.
- 6.17 The Management Committee shall have the power to elect Honorary Members for periods up to one year subject to renewal at their discretion. Any Honorary Members so elected shall be entitled to all the facilities of the Club but shall have no voting rights or claim over the assets of the Club or eligibility for any ballot for tickets to tennis tournaments.
- 6.18 If a former member who paid their fees monthly stopped their payments part way through the subscription year the last time they were a member and wishes to re-join, their subscription payment at the time of re-joining would need to be paid in full for a period of 3 years. Monthly membership can only continue where the member pays every month on a continuous basis. If long-term illness impacts a members' ability to play tennis, members should have an individual conversation with the Membership Secretary.

7. VISITORS

- 7.1 Visitors introduced by a Member shall be admitted to the Club premises upon the Member entering their names and that of his or her own in the Visitors' Book. The Management Committee shall from time to time determine the fees to be paid in respect of visitors using the Club's courts and may fix fees to be paid in respect of all visitors admitted on special occasions, whether or not the

Club's courts are used. Visitors are not permitted to play more than 6 times during any 12 month period.

- 7.2 A Member introducing a visitor shall pay any such fee immediately the visitor enters the premises. Members are responsible for making sure their guests have read the notice of the LTA disciplinary code on display in the clubhouse. A Member introducing a visitor shall during his or her visit to the Club:-

7.2.1 Indemnify the Club against liabilities incurred by the visitor whilst they are on the premises.

7.2.2 A member must be on the club premises all the time they have a visitor with them.

- 7.3 Notwithstanding the foregoing any 2 Members of the Management Committee shall have the power in their absolute discretion to refuse admission to any visitor either generally or on a specific occasion and to require any visitor to leave the premises.

8. CONTROL OF MEMBERS

8.1 SUSPENSION

8.1.1 The Management Committee may suspend from membership but only for good and sufficient cause such as serious breach of Club Rules, offensive behaviour to any other member, visitor or employee or conduct or character likely to bring the Club or sport of Tennis into disrepute, whether on the Club's premises or other premises associated with tennis or with the Club's activities.

8.1.2 Appeal against such a decision may be made by the applicant or member to the Club's members at a General Meeting (provided that the required notice to the Honorary Secretary under Rule 3 has been given) and decided by a majority vote. The procedure to be followed in any of the above circumstances shall be as laid down in the Club's equality and diversity policy which exists at the time.

8.2 EXPULSION

8.2.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a member only for good and sufficient cause, such as conduct or character likely to bring the Club or the Game into disrepute.

8.2.2 A member shall not be expelled unless the member is given 14 days' written notice of the meeting of the Management Committee at which the member's expulsion shall be considered and written details of the complaint made against them.

8.2.3 The member shall be given an opportunity to appear before the Management Committee to answer complaints made against them. The member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of the member's expulsion.

8.2.4 The Management Committee may exclude the member from the Club's premises until the meeting considering the member's expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making the member's representations.

8.2.5 The member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's members in a general meeting and decided by a majority vote of members present and voting at such a meeting.

8.3 EFFECT OF RESIGNATION OR EXPULSION

8.3.1 The Management Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

9. MATCH SELECTION

Only fully paid up members or those with a valid Standing Order Mandate and with British Tennis Membership shall be eligible to represent the Club in arranged matches.

10. COACHES AND PLAYERS

The Management Committee agrees that all unaccredited and unaccredited+ coaches and, so far as reasonably practicable, players and other persons using the facilities of the Club will be required, as a condition of such 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 the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

11. RULES AND BYE LAWS

11.1 The Management Committee shall be responsible for making and publishing Bye Laws governing the use of the courts and all Club properties and such Bye Laws shall be binding on all Members, provided that they do not conflict with these Rules.

11.2 A copy of these Rules and of the Bye Laws made by the Management Committee under Rule 11 shall be prominently displayed at all times on the Club Notice Board and all Members shall be deemed conversant therewith.

- 11.3 The Rules shall not be altered except at a General Meeting after due notice and provided that two-thirds of those present (whether physically or by video link in the case of a General Meeting held electronically) and voting are in favour provided further that in the case of a General Meeting held electronically such two-thirds majority shall consist of two-thirds of the total of those present and voting in favour by video link and those voting in favour by postal vote.
- 11.4 The Bye Laws shall be made and periodically reviewed by the Management Committee.

12. GENERAL

- 12.1 The Club shall take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and comply with and uphold the Rules and Regulations of the CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated.
- 12.2 The Club shall not be terminated except by a Resolution at a Special General Meeting convened for this purpose and shall be passed only if approved by not less than three quarters of the members present and voting and in such event any surplus assets after the discharge of all liabilities shall be transferred or given to another Community Amateur Sports Club, a registered Charity or the Club's governing body being the Lawn Tennis Association or Tennis Sussex as the case may be.
- 12.3 Injury, loss of property, etc: Members or visitors leaving unattended vehicles, rackets, clothing or other property at the Club do so at their own risk and the Club shall not be responsible for any loss, damage or injury resulting from this or any other cause, or for any personal injury, loss or damage to any Member visitor or other person.
- 12.4 The Management Committee shall be permitted from time to time to enter into such partnerships (eg with Local Authorities, Schools or Sponsors) as are authorised where applicable by the LTA. Any new partnerships must be reported to members at the following general meeting

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