

# BERKSWELL AND BALSALL COMMON TENNIS CLUB

## CONSTITUTION AND RULES

### 1. Name

The Club, established in 1948, is called Berkswell and Balsall Common Tennis Club ("the Club").

### 2. Definitions

2.1 "Conflict of Interest" means a situation in which a member of the Management Committee (or a member of their family) could benefit personally from a decision of the Management Committee;

"the BBCSCA" means the Berkswell & Balsall Common Sports & Community Association, a company limited by guarantee and a registered charity;

"the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 9;

"the Game" means the game of tennis;

"the Secretary" means the person elected from time to time to be the secretary of the club in accordance with Rule 9;

"the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;

"the LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries;

"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"the LTA Rules" means the rules of the LTA as in force from time to time;

"the Management Committee" means the committee appointed under Rule 9 to manage the Club;

"the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;

"the WLTA" means Warwickshire Lawn Tennis Association.

2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

### 3. Objects

The principal object of the Club is to provide facilities for tennis and generally to promote, encourage and facilitate the playing of tennis in the area of Berkswell and Balsall Common.

The club provides and maintains tennis courts at The Lant Recreation Ground, Meeting House Lane, Balsall Common CV7 7GE under a long-term lease held by the BBCSCA. The club also is a major user of the Lant Community Centre operated by BBCSCA which provides changing and social facilities.

In support of the principal object, the Club may:

- (a) provide club-owned tennis equipment for the use of its Members;
- (b) provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- (c) sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- (d) take and retain a membership of the WLTA (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 WLTA 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;
- (e) acquire, establish, own, operate and turn to account in any way (for the Members' benefit) the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (f) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (g) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the WLTA (as appropriate);
- (h) do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

#### **4. Application of Surplus Funds**

- 4.1 The Club is a non-profit making organisation. Subject to Rule 21.3, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules. No portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 4.2 Nothing in Rule 4.1 shall prevent the Club from entering an agreement with a Member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Management Committee (without the Member being present) and are agreed with the Member on an arm's length basis.
- 4.3 No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

#### **5. Membership**

##### *5.1 Eligibility for membership*

- 5.1.1 Persons of either sex are eligible for Senior Membership of the Club provided they are at least 18 years old. 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.
- 5.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.
- 5.1.3 The Management Committee may decide to limit the number of Members overall or in specific membership classes, for example if available facilities become heavily utilised.

##### *5.2 Admission of Members*

- 5.2.1 Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. The Management Committee has the right to consider every candidate for membership, but may choose to delegate the process to a Membership Secretary. A candidate shall be admitted to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club.
- 5.2.2 All Senior Members automatically become members of BBCSCA. A person shall not be entitled to any privileges of BBCSCA until two days have passed since his application for membership was submitted, whether or not he is admitted as a Member before those two days have lapsed.

##### *5.3 Conditions of membership*

- 5.3.1 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 WLTA;
  - (b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

- 5.3.2 Rule 5.3.1 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 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.
- 5.3.3 The Management Committee may subject to Rule 7 terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule.

#### 5.4 *Classes of Members*

- 5.4.1 The Management Committee will decide the classes of membership.
- 5.4.2 Only Senior Members shall be entitled to receive notice of, attend and vote at general meetings. Other Members shall be entitled to all the privileges of membership relevant to his class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

#### 5.5 *Subscriptions*

- 5.5.1 The entrance fee and annual subscription for each class of Member shall be determined from time to time by the Management Committee.
- 5.5.2 The Members shall pay any entrance fee and annual subscription fees set by the Management Committee from time to time.
- 5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.
- 5.5.4 Any Member whose subscription is not paid by 31<sup>st</sup> March shall be deemed to have resigned his membership of the Club.

### **6. Resignation**

A Member may withdraw from membership of the Club without notice. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply with any condition of membership set out in these Rules.

### **7. Expulsion**

- 7.1 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.
- 7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and written details of the complaint made against him.

- 7.3 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against him. The Member must not be expelled unless a majority of the Management Committee then present vote in favour of his expulsion.
- 7.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making his representations.

## **8. Effect of Resignation or Expulsion**

Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and he has no right to the return of any part of his subscription. However, 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. The Management Committee**

9.1 The Club shall be managed by a Management Committee which may exercise all the powers of the Club for the purposes of the management of the Club. The Management Committee shall comprise:

- (a) the Chairman;
- (b) the Vice-Chairman;
- (c) the Secretary;
- (d) the Treasurer;
- (e) the Membership Secretary
- (f) the Mens' Captain
- (g) the Ladies' Captain
- (h) the Club Coach
- (i) no more than 5 other Members

All members of the Management Committee will hold office for one year and be elected/re-elected annually at the annual general meeting, with the exception of the Club Coach who will be appointed by the Management Committee.

9.2 Each member of the Management Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he is a fit and proper person prior to being elected.

- 9.3 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 the WLTA 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.
- 9.4 The members of the Management Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Management Committee specify, any such delegation may authorize further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.
- 9.5 The Secretary shall send to the Members each year a notice of the annual general meeting and an invitation to nominate members of the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must declare themselves to be fit and proper persons in accordance with Rule 9.2 and nominated by two Members.
- 9.6 Any person nominated as a member of the Management Committee must be a Senior Member.
- 9.7 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the next annual general meeting. If there is more than one candidate for any particular vacancy there shall be a ballot at the annual general meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 9.8 The Management Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected.
- 9.9 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to two further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 9.10 The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.
- 9.11 Retiring members of the Management Committee may be re-elected.

## **10. Proceedings of the Management Committee**

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than four meetings each year. The quorum for such meetings shall be four members. The Chairman and the Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Management Committee not less than seven days' notice of a meeting.

- 10.2 The Chairman shall be the chairman of the Management Committee, and shall preside at every meeting of the Management Committee at which he is present. But if there is no person holding that office, or if he is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chairman shall preside. If he is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.
- 10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.
- 10.4 The Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.
- 10.5 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 10.6 The members of the Management Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.

## **11. Annual general meeting**

- 11.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:
  - (a) to receive the Chairman's report of the activities of the Club during the previous year;
  - (b) to receive and consider the accounts of the Club for the previous year, and the Treasurer's report as to the financial position of the Club;
  - (d) to elect the officers and other members of the Management Committee;
  - (e) to elect a President and Vice-President(s)
  - (e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
  - (f) to deal with any other matters which the Management Committee desires to bring before the membership.
- 11.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Secretary not less than 14 days before the meeting.
- 11.3 The period between one annual general meeting and the next shall be no more than 15 months.

## **12. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than 15 Members stating the purposes for which the meeting is required and the resolutions proposed.

## **13. Procedures at the annual and extraordinary general meetings**

- 13.1 The Secretary shall notify each Member at his last known email address and/or by posting a notice on the club notice board of the date, time and place of the general meeting together with the resolutions to be proposed at least 14 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.
- 13.2 The quorum for the annual and extraordinary general meetings shall be 15 Members. No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.
- 13.3 The Chairman shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present (and entitled to vote) may choose one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Members present (and entitled to vote) may choose one of their number to be chairman of the meeting.
- 13.4 If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half 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. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the chairman of the meeting 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 Management Committee. The chairman must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Club must give at least 7 days notice to the persons to whom notice of the Club's meetings is required to be given in accordance with rule 13.1. No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 13.5 Members of the Management Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.
- 13.6 Each Senior Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 13.7 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.



13.8 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

#### **14. Alteration of the constitution and rules**

The Constitution and Rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

#### **15. Regulations and Standing Orders**

The Management Committee shall have power to make, repeal and amend such regulations and standing orders as it may from time to time consider necessary for the wellbeing of the Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

#### **16. Use of Facilities**

The Club agrees that all unlicensed and unregistered 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 regulations of the WLTA, 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 WLTA can enforce any breach at its option and in its sole discretion.

#### **17. Finance**

- 17.1 All moneys payable to the Club shall be received by the Treasurer and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by the Treasurer by electronic means or by cheque signed by two of the three signatories who shall be the Chairman, Secretary and Treasurer. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 17.2 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 17.3 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 17.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.

17.5 Full accounts of the financial affairs of the Club shall be prepared each year, and copies thereof provided to Members attending the annual general meeting.

## **18. Conflicts of Interest**

- 18.1 Whenever a member of the Management Committee finds that they are in a situation that could give rise to a Conflict of Interest, he must declare his interest to the Chairman.
- 18.2 At the commencement of every meeting of the Management Committee, those present including the Chairman shall declare if there is any agenda item that could give rise to a Conflict of Interest.
- 18.3 If any question arises as to whether a member of the Management Committee has a potential Conflict of Interest, the question shall be decided by a majority decision of the other members of the Management Committee.
- 18.4 Where a member of the Management Committee is determined to be in a position of potential Conflict of Interest, whenever an affected matter is to be discussed or decided upon at a meeting that conflicted member must remain only for such part of the meeting as is necessary to inform the debate, not be counted in the quorum for the absented part of the meeting nor have a vote on the matter.

## **19. Borrowing**

- 19.1 The Management Committee may borrow a maximum total amount of £50,000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.
- 19.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of, or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club.
- 19.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

## **20. Notices**

- 20.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified to the Club by the intended recipient or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.
- 20.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.

- 20.3 If any notice or other information is sent by the Club by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.
- 20.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

## **21. Dissolution**

- 21.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.
- 21.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 21.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the Members of the Club, but shall be given or transferred to one or more of the following sporting or charitable bodies (i) the LTA for use in community related initiatives for the Game; (ii) a registered community amateur sports club for the Game; or (iii) a registered charitable organisation.