

**RULES**

**Of**

**BOWDON LAWN TENNIS CLUB**

**Adopted at an Extraordinary General  
Meeting  
held on 21 March 2016**

**Effective from 1 September 2016**

## **BOWDON LAWN TENNIS CLUB**

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## BOWDON LAWN TENNIS CLUB

### 1. Name

The Club, established in 1877, is an unincorporated association of the Members.

### 2. Definitions

This document comprises the Rules and in it:

#### 2.1 the following words shall have the following meanings:

“**Administration Secretary**” means the Member appointed from time to time to be the administration secretary of the Club in accordance with Rule 10;

“**AGM**” means an annual general meeting of the Members;

“**Annual Tournament**” means the Tournament held by the Club in July of each year;

“**Bye-Laws**” means the requirements, limitations and stipulations of conduct decided upon time to time by the Committee acting properly and fairly in the general interests of the Members;

“**CCLTA**” means Cheshire County Lawn Tennis Association;

“**Chairman**” means the Member appointed from time to time to be the Chairman of the Committee in accordance with Rule 10;

“**Club**” means Bowdon Lawn Tennis Club;

“**Club Development Officer**” means the Member appointed from time to time to be the club development officer of the Club in accordance with Rule 10;

“**Coach**” means a suitably qualified person designated by the Executive Group from time to time to provide coaching of the Game at the Club's premises;

“**Committee**” means collectively the Officers and which is to manage the Club in accordance with Rule 10 ;

“**EGM**” means an extraordinary meeting of the Members;

“**Executive Group**” means collectively the Executive Officers and which is to operate and have the functions designated in Rule 10;

“**Executive Officers**” means the Chairman, the Administration Secretary, the Treasurer, the Grounds and Facilities Officer, the Club Development Officer, the Head Coach and the Social Secretary;

“**Game**” means the game of lawn tennis;

“**Grounds and Facilities Officer**” means the Member appointed from time to time to be the grounds and facilities officer of the Club in accordance with Rule 10;

“**Head Coach**” means the person appointed from time to time to be the head coach of the Club in accordance with Rule 10;

“**LTA**” means the Lawn Tennis Association (the governing body of the Game within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton,

London SW15 5JQ and its subsidiaries or such successor entity or entities which is or are the governing body of the Game within Great Britain, the Channel Islands and the Isle of Man from time to time;

“**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 they are in force from time to time;

“**Members**” means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 6;

“**Officers**” means the Executive Officers and the Welfare Officer;

“**President**” means the Member appointed from time to time to be the president of the Club in accordance with Rule 16;

“**Rules**” mean the rules of the Club;

“**Social Secretary**” means the Member appointed from time to time to be the social secretary of the Club in accordance with Rule 10;

“**Sub-Committee Officers**” means such Members appointed by the Committee to the Sub-Committees in accordance with Rule 10;

“**Sub-Committees**” means such sub-committees designated by the Executive Group to fulfil such functions and have such reporting and supervisory arrangements as are stipulated by the Executive Group in each case;

“**Tournament**” means any of the competitive tournaments organized by the Club for the playing of the Game;

“**Tournament Secretary**” shall be such Member appointed by the Executive Group from time to time to organise Tournaments (including the Annual Tournament) in conjunction with the Head Coach;

“**Treasurer**” means the Member appointed from time to time to be the treasurer of the Club in accordance with Rule 10;

“**Trustees**” means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 12;

“**Welfare Officer**” means the Member appointed from time to time to be the welfare officer of the Club in accordance with Rule 10.

- 2.2 words denoting the singular number include the plural number and vice versa;
- 2.3 words denoting the masculine gender include the feminine gender;
- 2.4 words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships;
- 2.5 a reference to the age of a person shall be determined by reference to his or her age as at 31 August following the date when the age of such person falls to be considered; and
- 2.6 a reference to a Rule is a reference to a Rule in this document.

### **3. Effective Date**

Pursuant to a resolution of the members of the Club made at an extraordinary general meeting of the Club held on 21 March 2016 under the rules of the Club applicable at that time these Rules are to have effect from and including 1 September 2016 and replace the rules of the Club applicable prior to such resolution.

### **4. Objects**

The objects of the Club are:

- 4.1 to provide tennis, social and other activities and generally to encourage and facilitate the playing of the Game;
- 4.2 to provide and maintain Club premises at Elcho Road, Bowdon WA14 2TH;
- 4.3 to promote, improve, develop and support the interests of the Game;
- 4.4 to provide such other benefits to Members as it shall think fit;
- 4.5 to take and retain membership of the CCLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the rules and regulations of the CCLTA 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;
- 4.6 to 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 appurtenant rights, fixtures and fittings and accessories as shall be thought advisable;
- 4.7 subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to 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;
- 4.8 subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CCLTA (as appropriate);
- 4.9 as the 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 to do all such other things as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 4.

### **5. Application of Surplus Funds**

- 5.1 The Club is a non-profit-making organisation. Subject to Rule 30.3, the income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of the Club's objects as set forth in these Rules and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 5.2 Nothing in Rule 5.1 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 Committee (without the Member being present) and are agreed with the Member on an arm's length basis.

## **6. Membership**

### **6.1 Eligibility for membership**

6.1.1 Persons are eligible for membership of the Club irrespective of race, sex, ethnic origin, creed, colour, age, disability, occupation, sexual orientation, religion, political or other beliefs, subject to such a person:

6.1.1.1 agreeing to abide by and be bound by the Rules; and

6.1.1.2 being fit and proper.

6.1.2 The number of Members may be limited to such number as the Committee thinks fit.

### **6.2 Admission of Members**

6.2.1 Any person who wishes to become a Member must submit an application in such form as the Committee shall decide. Every candidate for membership shall be considered by the Committee, which shall, in its absolute discretion, decide whether to admit that candidate as a Member. A notice of any person who has submitted an application will be placed in the Club House prior to the Committee making a decision regarding admission to the Club. A majority of the Committee must vote in favour of a candidate. A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted irrespective of whether or not he is admitted as a Member before those two days have lapsed.

6.2.2 Additionally, the Committee may re-admit a person who has been deemed to have resigned his membership under Rule 6.5.6 on payment of the amount due from him in respect of the current year.

### **6.3 Conditions of membership**

6.3.1 Each Member agrees as a condition of membership:

6.3.1.1 to be bound by and subject to these Rules and the rules and regulations of the CCLTA (as in force from time to time); and

6.3.1.2 to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

6.3.2 Rule 6.3.1 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. The Members do not intend that any term of these Rules, apart from Rule 6.3, 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.

6.3.3 The Committee may, subject to Rule 8, terminate the membership of any Member, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in these Rules.

### **6.4 Classes of Members**

6.4.1 There shall be the following classes of members for the Club:

6.4.1.1 Resident Member;

- 6.4.1.2 Resident Member 19 -26 years old;
  - 6.4.1.3 Non-Resident Member;
  - 6.4.1.4 Non-Playing Member;
  - 6.4.1.5 Junior Member;
  - 6.4.1.6 Student Member;
  - 6.4.1.7 Honorary Life Member; and
  - 6.4.1.8 Temporary Member.
- 6.4.2 No-one who resides on a permanent basis within 15 miles of the Club grounds, measured in a straight line, shall be eligible for election as a Non-Resident Member. The question as to what constitutes permanent residence shall be decided by the Committee. If a Member classed as a Non-Resident Member shall change his or her permanent residence so as to reside within 15 miles of the Club premises, he or she will be classed as a Resident Member and shall pay the subscription appropriate to that class of Member.
- 6.4.3 A Student Member must be enrolled in full-time higher or further education. Proof of enrolment may be required.
- 6.4.4 A Member who is of or under the age of 18 shall be a Junior Member.
- 6.4.5 If a Member classed as a Non-Playing Member shall play the Game within the Club premises at any time the Committee shall consider whether he should be classed as a Resident Member.
- 6.4.6 Honorary Life Members may be elected at an AGM under Rule 13.1.
- 6.4.7 All Members except Junior Members and Temporary Members shall be entitled to receive notice of, attend and vote at general meetings. Junior Members and Temporary Members shall subject to the Bye Laws be entitled to all the other privileges of membership.
- 6.4.8 The Committee may elect as Temporary Members, any of the following persons (none of whom shall have entitlement to the Club's property):
- 6.4.8.1 all competitors in any Tournament held on the Club grounds who are not already Members, provided that such membership shall only extend to the duration of the Tournament;
  - 6.4.8.2 players, officials and bona fide supporters of an opposing club visiting the Club for a match provided such membership shall only extend to the day of the match; and
  - 6.4.8.3 persons attending as guests at social functions approved by the Committee provided such membership shall only extend to the duration of the relevant function.

## 6.5 Subscriptions

- 6.5.1 The entrance fee and annual subscription for each class of Member shall be determined from time to time by the Committee.

- 6.5.2 The Members shall pay any entrance fee and annual subscription fees set by the Committee from time to time.
- 6.5.3 All entrance fees and subscriptions shall be payable in advance on 1<sup>st</sup> May or on joining (whichever shall occur first). Any Member failing to pay his subscription within 28 days following the due date for payment shall have his subscription surcharged by an amount approved at the AGM.
- 6.5.4 A Member (other than a Temporary Member) shall not compete in the Annual Tournament unless his or her annual subscription has been paid.
- 6.5.5 No candidate (other than a Temporary Member) 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.
- 6.5.6 Any Member whose entrance fee or subscription is not paid or within three months of the due date for payment shall be deemed to have resigned his membership of the Club on the expiry of such period of three months.
- 6.5.7 No entrance fees will be paid by Junior Members whose parent is a Member of the Club.
- 6.5.8 the date for deciding the age of a Member in any year shall be 31 August in that year.
- 6.6 Junior Members over the age of 10 may play unaccompanied. Junior Members who are 10 and under must be under the supervision of an adult.
- 6.7 Membership shall not be transferable and shall cease immediately on the Member's death, dissolution of the Club or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

## **7. Resignation**

A Member may resign his membership of the Club by giving written notice of such resignation to the Club Development Office (or anyone appointed by him as membership secretary) and in such event such Member's membership of the Club will cease at the end of the year in respect of which such Member has paid fees due from and paid by him.

## **8. Expulsion**

- 8.1 Subject to the other provisions of this Rule 8, the Committee shall have power to refuse membership or expel a Member if in its sole discretion it determines that it would be in the interests of the Game or of the Club to do so.
- 8.2 A Member given notice of his expulsion under Rule 8.4 shall not be expelled unless he is given 14 days' written notice of the meeting of the Committee at which his expulsion shall be considered and written details of the reasons for such expulsion.
- 8.3 Such Member shall be given an opportunity to appear before the Committee to make representations in respect of his proposed expulsion. Such Member must not be expelled unless at least two-thirds of the Committee then present vote in favour of his expulsion.
- 8.4 The Club Development Officer (or if applicable) the membership secretary appointed by him shall notify a Member of his expulsion in writing following the Committee meeting at which it has been decided that such Member is expelled.



- 8.5 A Member may appeal against the Committee's decision by notifying the Club Development Officer (or if applicable) the membership secretary appointed by him having given in writing of his wish to appeal within 14 days of the Club Development Officer (or if applicable) the membership secretary appointed by him having given him written notice of his expulsion under Rule 8.4 and in such event the Committee shall put the matter to the Members in general meeting and decided by a majority vote of Members present and voting at such meeting.
- 8.6 The Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held in respect of his appeal save that the Member shall be entitled to attend that meeting for the purpose of making representations in respect of his appeal.
- 8.7 A Member expelled under the provisions of this Rule 8 shall cease to be a Member on the date which is 14 days after the date when he has been given notice under Rule 8.4 unless he shall appeal under Rule 8.5 in which extent his expulsion shall have effect at the end of the general meeting held to consider his expulsion.

## **9. Cessation of Membership**

- 9.1 Any person ceasing to be a Member transfers all right to and claim upon the Club, its property and its funds to the other Members for nil consideration and he has no right to the return of any part of his membership subscription.
- 9.2 The Committee may (on an ex gratia basis) refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

## **10. The Committee**

- 10.1 The Club shall be managed by a Committee consisting of the Officers.
- 10.2 The Committee may exercise all of the powers of the Club for the purposes of the management of the Club. Subject to the express provisions of the Rules, the Committee shall exercise its powers and discharge its responsibilities as it shall see fit but in so doing shall have regard to the following principles:
- 10.2.1 the Committee is to provide strategic leadership in relation to the Club's management and operation and future direction;
- 10.2.2 in general the role and responsibilities of each of the Officers is specified in the schedule to these Rules and otherwise the functions and responsibilities of the Committee shall be allocated between the Officers in such a way as the Committee considers appropriate for the effective management of the Club;
- 10.2.3 the Executive Group shall be supported by such Sub-Committees as it shall designate from time to time to assist each of the Executive Officers in the discharge of his role and responsibilities.
- 10.3 The Club agrees that each member of the 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 relevant CCLTA 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.
- 10.4 The Committee may delegate any of the powers that are conferred on it by these Rules to such person, or Sub-Committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as it thinks fit. The Committee may revoke any delegation or alter its terms and conditions.

- 10.5 The period of office of an Officer shall commence immediately following the end of the general meeting at which he was appointed. In such context a reference to a “year” means the period from the end of an AGM until the end of the next AGM.
- 10.6 At the same time as the Administration Secretary shall send to the Members a notice convening an AGM he shall send each Member a nomination form for the election of members of the Committee in the place of those retiring. Those Members proposed to be nominated as members of the Committee to fill any vacancies that have arisen must be nominated by any two Members, except Junior Members, on the form prescribed by the Committee and must be submitted to the Administration Secretary not less than 7 days before such AGM.
- 10.7 The Officers, shall be proposed, seconded and elected by ballot at the AGM. The period of office shall be for one year and the Officers are eligible for re-election for no more than ten consecutive years.
- 10.8 No Member may nominate more than one candidate for any one position on the Committee and nor may a Member nominate more than two candidates for positions on the Committee in total.
- 10.9 No Junior Member may be a member of the Committee.
- 10.10 If there is only one candidate nominated to fill a position on the Committee, that candidate shall be declared elected unopposed for that particular vacancy at the AGM. If there is more than one candidate for any position on the Committee there shall be an election at the AGM for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 10.11 The Committee may appoint any Member to fill any casual vacancy on the Committee until the next AGM when that person shall retire but shall be eligible for election.
- 10.12 A member of the Committee shall be deemed to have vacated office if:
- 10.12.1 he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the CCLTA or the LTA; or
- 10.12.2 he is requested to resign by not less than two-thirds of the other Committee members acting together.
- 10.13 Any person accepting election or nomination to the Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Committee membership. The Committee has the right to veto the election of a person having a financial interest in the Game if, in its opinion, it is not in the best interests of the Club.
- 10.14 A member of the Committee should normally give a year’s notice of intention to resign from the Committee.

## **11. Proceedings of the Committee**

- 11.1 Committee meetings shall be held as often as the Committee thinks fit provided that there shall not be less than 4 meetings each year. The quorum for such meetings shall be five. The Chairman and the Administration Secretary shall have discretion to call emergency meetings of the Committee if he considers it to be in the interests of the Club. The Administration Secretary shall give all the members of the Committee not less than 14 days' notice of a meeting unless all members of the Committee consent to a shorter period of notice.
- 11.2 The Chairman shall be the chairman of the Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Committee at which he is present, but if there is no person holding that office or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed

for the meeting, the Administration Secretary shall preside. If there is no Administration Secretary or if he is unwilling to preside, or if he is not present within five minutes after the time appointed for the meeting, the members of the Committee present may appoint one of their number to be chairman of the meeting.

- 11.3 Decisions of the Committee shall be made by a simple majority and in the event of an equality of votes the chairman of that meeting shall have a casting or additional vote.
- 11.4 The Executive Group may from time to time appoint Members to such Sub-Committees as it considers necessary or appropriate and may delegate to them such of the powers and duties of the Executive Group as the Executive Group may determine. All Sub-Committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Executive Group.
- 11.5 Each Sub-Committee shall be chaired by such Executive Officer as the Executive Group shall direct but such Executive Officer may delegate the chairmanship to such Member of that Sub-Committee as he shall decide.
- 11.6 At the same time as the Administration Secretary shall send to the Members a notice convening an AGM he shall send each Member a list of the Sub-Committees which are in existence at that time and invite each Member to volunteer to participate in the functions of such Sub-Committees.
- 11.7 At the first committee meeting following each AGM the Committee shall decide who shall be appointed to each of the Sub-Committees in existence at that time in respect of the period from that date down to the first committee meeting following the next AGM. In doing so the Committee shall:
  - 11.7.1 seek to appoint Members who volunteered to participate in the function of the Sub-Committees and do so having regard to the preferences expressed by and any professional skills of each volunteer;
  - 11.7.2 dependent on the number of volunteers who shall be appointed to each Sub-Committee and the desirable number of participants in a relevant Sub-Committee the Executive Group shall appoint such further Members as Sub-Committee Officers as it shall think fit.
- 11.8 If at any time during a year the Executive Group shall decide to establish an additional Sub-Committee it shall appoint such Members to be Sub-Committee Officers for that Sub-Committee as it shall see fit from the date of establishment to the date of the first Committee meeting following the next AGM.
- 11.9 An appointment to a Sub-Committee as a Sub-Committee Officer shall end on the date of the first Committee meeting occurring after the AGM following such appointment.
- 11.10 The Chairman of each Sub-Committee shall conduct its functions in accordance with any stipulations made by the Executive Group but otherwise shall conduct its proceedings as that Chairman shall see fit.
- 11.11 The 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 Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 11.12 The members of the 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.

## **12. Trustees**

- 12.1 The Trustees shall be appointed from among the Members who are willing to be so appointed, from time to time as necessary by the Committee pursuant to the direction of the Club in general meeting.

- 12.2 A Trustee shall hold office for a period of 10 years or (if earlier) he shall die, resign by notice in writing given to the Committee, or a resolution removing him from office shall be passed at a general meeting by a majority comprising two-thirds of the Members present and voting. The period of office of the Trustees appointed prior to the effective date of these Rules shall be calculated from the date of the AGM to be held in March 2013.
- 12.3 All property of the Club including land and investments, shall be held by the Trustees for the time being in their own names so far as necessary and practicable, and for the use and benefit of the Club. On the retirement from office, death, resignation or removal from office of a Trustee the Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into names of the Trustees as constituted after the said appointment. The Trustees shall act, in regard to any property of the Club held by them, in accordance with the lawful directions of the Committee unless they consider, after due enquiry, that any such direction is seriously detrimental to the long term interests of the Club and requisition an EGM pursuant to Rule 14 within 21 days of receipt of such direction; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given. The Trustees shall enter into all such deeds and documents as shall be requisite to give effect to all such acts and things as are contemplated by these Rules.
- 12.4 The number of Trustees shall not be more than four or less than three.

### **13. Annual general meetings**

- 13.1 The AGM of the Club shall be held annually in the month of March to transact the following business:
- 13.1.1 to receive the Chairman's report of the activities of the Club during the previous year;
  - 13.1.2 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;
  - 13.1.3 to elect the Officers;
  - 13.1.4 to decide on any resolution which may be duly submitted in accordance with Rule 13.2;
  - 13.1.5 to deal with any other matters which the Committee desires to bring before the membership.
  - 13.1.6 to elect such Members of the Club as are considered fit by and proposed by the Committee as Honorary Life Members of the Club.
- 13.2 Notice of any resolution proposed to be moved at the AGM shall be given in writing to the Administrative Secretary not less than 28 days before the meeting.

### **14. Extraordinary general meetings**

An EGM may be called at any time by the Committee or shall be called within 21 days of receipt by the Administration Secretary of a requisition in writing signed by not less than 20 Members or all of the Trustees (which, in the case of the Trustees, shall only be requisitioned by reason of their unwillingness to comply with a direction of the Committee as referred to in Rule 12.3) stating the purposes for which the meeting is required and the resolutions proposed. If an EGM is called after receipt of a Members' requisition or a Trustees' requisition the only business to be transacted at that meeting shall be the resolution(s) proposed in the requisition. If a Members' requisitioned meeting or Trustees' requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the meeting (in the case of a Members requisitioned meeting) or the Trustees (in the case of a Trustees'

requisitioned meeting) may call the meeting at any time before the expiry of two months commencing on the date of that request. The Administration Secretary will give at least seven days' notice of such meeting and its object(s) to every member of the Club

## **15. Procedures at AGMs and EGMs**

- 15.1 The Administration Secretary shall send to each Member at his last known address written notice of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an AGM, the vacancies for appointment as Officers and other members of the Committee for the ensuing year (and requesting that nominations for such appointment be made to the Administration Secretary not later than seven days before the general meeting) at least 21 days before the general 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. Notices may be sent to an electronic or postal address in accordance with Rule 27.
- 15.2 The quorum for the AGMs and EGMs shall be 20 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.
- 15.3 The President shall preside at all AGMs and EGMs 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 a Trustee shall preside or, failing that, the Members present and entitled to vote may choose one of the other members of the Committee present to preside.
- 15.4 If the persons attending an AGM or an EGM 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. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an AGM or an EGM 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 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 AGM or an EGM is to take place more than 14 days after it was adjourned the Committee must give at least seven days' notice to the Members to whom notice of the such meetings is required. No business can be transacted at adjourned AGMs or EGMs which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 15.5 The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.
- 15.6 Each Member, except Junior Members and Temporary Members, 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.
- 15.7 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting.
- 15.8 The Administration Secretary, or in his absence a member of the Committee, shall take minutes at AGMs and EGMs.
- 15.9 There shall be no right for a Member to vote by proxy. No person may represent a Member other than himself.

## **16. The President**

- 16.1 The period of office of the President shall commence immediately following the end of the general meeting at which he was appointed. In such context a reference to a “year” means the period from the end of an AGM until the end of the next AGM.
- 16.2 At the same time as the Administration Secretary shall send to the Members a notice convening an AGM he shall send each Member a nomination form for the election of the President in the place of the person retiring. Those Members proposed to be nominated as the President must be nominated by any two Members, except Junior Members, on the form prescribed by the Committee and must be submitted to the Administration Secretary not less than 7 days before such AGM.
- 16.3 The President shall be proposed, seconded and elected by ballot at the AGM. The period of office shall be for [one year] and the President is eligible for re-election for no more than ten consecutive years.
- 16.4 No Junior Member may be the President.
- 16.5 If there is only one candidate nominated to fill the position of President, that candidate shall be declared elected unopposed for that particular vacancy at the AGM. If there is more than one candidate for the position of President there shall be an election at the AGM for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 16.6 The President shall be deemed to have vacated office if:
- 16.6.1 he is suspended from holding office or from taking part in an activity relating to the administration or management of the Club by a decision of the CCLTA or the LTA; or
- 16.6.2 he is requested to resign by a majority of the Committee.

## **17. Purchase and supply of liquor**

- 17.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of a sub-committee of not less than two Members being Members over the age of 18 and elected for that purpose by the Members.
- 17.2 If any member of the sub-committee for any reason ceases to be a Member, he automatically ceases to be a member of the sub-committee, and another Member must be appointed in his place.
- 17.3 The sub-committee must not in any way be restricted in freedom of purchase save as provided in these Rules.

## **18. Commission**

- 18.1 No Member or any person connected with or to a Member may at any time receive any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.
- 18.2 No Member may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.

## **19. Visitors**

- 19.1 Any Member may introduce visitors to the Club at a fee to be decided on by the Committee, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Committee, provided that no one who has been expelled from the Club may be introduced as a visitor.

- 19.2 The Member introducing a visitor must prior to the visitor playing the Game at the Club's premises enter the name and address of the visitor together with the name of the introducer in the Visitor's book which shall be kept in the Club House.
- 19.3 No one may be admitted as a non-playing visitor on more than six occasions in any calendar year. Members are restricted to four visitors per calendar year.
- 19.4 Members may introduce their friends as playing visitors. Visitors who live within 15 miles of the Club may play on no more than three occasions in any one year. Visitors who are not resident within 15 miles may be allowed to play on more than three occasions in any one year at the discretion of the Committee. Fees are payable for playing visitors and are the responsibility of the introducing Member.

## **20. Opening of Club premises**

The Club premises shall be open between 8 am and 12 midnight on each day or at such other times or for such other periods as the Committee shall decide.

## **21. Permitted hours**

The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate and shall be as follows:-

- 21.1 11 am to 11 pm Monday to Saturday; and
- 21.2 12 noon to 10:30 pm on Sunday.

## **22. Alteration of the Rules**

- 22.1 These Rules may be altered by resolution at an AGM or EGM 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. At least twenty one days' notice of such meeting and proposed change shall be given by the Administration Secretary to each member of the club.
- 22.2 As soon as possible and in any case within 28 days after the making of any alteration or addition to these Rules the Administration Secretary must give any requisite written notice of the alteration or addition to the proper Licensing Authority.

## **23. Bye Laws**

The Committee shall have power to make, repeal and amend such bye laws as it may from time to time consider necessary for the wellbeing of the Club, provided such bye-laws are not contrary to these Rules. Such bye laws and any repeals or amendments to them shall have effect until set aside by the Committee.

## **24. 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 CCLTA, 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 CCLTA can enforce any breach at its option and in its sole discretion.

## **25. Finance**

- 25.1 All moneys payable to the Club shall be received by the person authorised by the Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by the Treasurer or Grounds and Facilities Officer or by electronic transfer authorised by the same. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.
- 25.2 Subject to Rule 30.3, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 25.3 The Committee shall have power to authorise the payment of remuneration and expenses to any Officer, member of the Committee, Member or employee of the Club and to any other person or persons for the supply of goods and/or services to the Club but no such payment of remuneration shall be made to any of them in respect of participation in the Committee or any Sub-Committee. The remuneration of a member of the Committee, Member or employee of the Club or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person; and shall be reasonable, consistent with a market rate.
- 25.4 The Club may pay any reasonable expenses that members of the Committee properly incur in connection with their attendance at meetings of the Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 25.5 The financial transactions of the Club shall be recorded in such manner as the Committee thinks fit by the Treasurer.
- 25.6 Full accounts of the financial affairs of the Club shall be prepared each year by the Treasurer. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

## **26. Borrowing**

- 26.1 The Committee may borrow on behalf of the Club for the purposes of the Club from time to time at its own discretion.
- 26.2 When so borrowing the Committee shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (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) the grant of such security must be approved by the Club at a general meeting.
- 26.3 The Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 26.4 The Trustees shall, at the discretion of the Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Committee may deem proper for giving security for such moneys and the interest payable thereon.

## **27. Property**

The property of the Club, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Committee and entry in the minute book shall be conclusive evidence of such a resolution.

## **28. Trustee Indemnity**



The Trustees shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

## **29. Notices**

- 29.1 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 by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this Rule.
- 29.2 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.
- 29.3 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.
- 29.4 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.

## **30. Dissolution**

- 30.1 A resolution to dissolve the Club shall be proposed only at an EGM and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.
- 30.2 The dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 30.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be paid to another non-profit making tennis club or organisation having objects similar to those of the Club or distributed among members of the Club as determined at the EGM convened to consider the resolution for dissolution.

## SCHEDULE

### **Roles and Responsibilities of the Officers**

**1 Chairman**

An executive role. The Chairman's primary responsibility is to ensure that the Committee exercises its powers in an effective and cohesive manner to secure the current and future success of the Club.

**2 Welfare Officer**

A non-executive role. The Welfare Officer's main responsibility is ensuring the protection of Junior Members whilst at their tennis venue and safeguarding the health and safety of the Members and visitors to the Club whilst at the Club's premises. The Welfare Officer must satisfy the criteria and have the attributes and qualifications required by the LTA for the role of Welfare Officer.

**3 Administration Secretary**

An executive role. General administrative support to the Committee to include convening of AGMs and EGMs in accordance with the Rules and liaison with the LTA and CCLTA in accordance with their respective requirements.

**4 Treasurer**

An executive role. Responsibility for the Club's finances to include its requirement for investment to ensure the long term success of the Club. To include ensuring that the Club's premises are insured against loss or damage by unusual risks and that there are adequate insurances in respect of the Club's occupiers and other liabilities.

**5 Grounds and Facilities Officer**

An executive role. Ensure the day to day maintenance of the Club's premises, fixtures and fittings and equipment and the need for lifecycle maintenance together with any improvements requisite to ensure that the Club is able to operate successfully.

**6 Club Development Officer**

An executive role. Leadership of the Club's strategic plan (to include articulation of vision for the plan period and the plan objectives), marketing of the Club and its activities and maintaining and developing the Club's membership, website development and maintenance.

**7 Head Coach**

An executive role. The Head Coach is to be licensed by the LTA (and if requisite the CCLTA) to provide coaching of the Game to Junior Members and other Members of the Club and hold such other qualifications requisite for the role. The Head Coach is to be responsible for planning and promoting and delivering all activities in relation to the Game and communicating with the Members in relation to it to include:

7.1 social and adult tennis;

7.2 junior tennis;

7.3 responsible for the provision of coaching and appointment and supervision of the other Coaches;

- 7.4 promoting the success of teams competing i.e. junior and adult tennis leagues (in conjunction with team captains) and endeavouring to ensure success in accordance with the Executive Group's requirements; and
- 7.5 organisation of Tournaments (including the Annual Tournament) in conjunction with the Tournament Secretary.

## **8 Social Secretary**

An executive role. Non-tennis social events at the Club's premises to include bar and venue hire.