

# **BRAID TENNIS CLUB CONSTITUTION**

## **PREAMBLE**

In 1890 the trustees of the late John Gordon of Cluny constructed a Bowling Green and Tennis Court at the eastern end of what became known as the Braid Estate Recreational Grounds ("BERG") at the expense of and for the benefit of the proprietors ("feuars") of the feus within the Braid Estate. The streets included in the Braid Estate are Braid Avenue, Braid Road, Cluny Avenue, Cluny Drive, Cluny Gardens, Cluny Place, Cluny Terrace, Hermitage Gardens, Midmar Avenue, Midmar Drive and Nile Grove. Whilst the original intention was that BERG should be for the exclusive use of the feuars membership of the clubs are now open to the public. The management of BERG was placed in the hands of a Committee of Management ("BERG Committee of Management") representing the interests of the feuars. A 1976 Charter of Novodamus gave legal title to BERG to the Chairperson and Treasurer from time to time of the BERG Committee of Management (the "BERG Trustees") to hold BERG in trust for the feuars but with the Trustees of the Gordons of Cluny retaining feudal superiority. The feudal system of land tenure was abolished in Scotland on 28 November 2004 by virtue of the Abolition of Feudal Tenure etc (Scotland) Act 2000. The feuars are now known as "Owners". Title to BERG remains vested in the BERG Trustees as trustees for the Owners with the management of BERG being administered by the BERG Committee of Management on behalf of the BERG Trustees.

The Rules which follow have been approved by the Tennis Club and by the BERG Committee of Management and supersede all previous Club rules with effect from 28 March 2021

### **1. NAME**

1.1 The name of the Club shall be the "BRAID TENNIS CLUB (the "**Club**)".

### **2. THE CONSTITUTION**

2.1 The Club is constituted by these Rules as a non-profit making Members' Club and all surpluses will be used to maintain and/or improve the Club's facilities and in furtherance of the Club's objects as set out in Rule 4.

### **3. DEFINED TERMS**

3.1 Within this Constitution, unless the context requires otherwise:

"**The Club**" means Braid Tennis Club.

"**Member**" means a member of the Club, admitted to in accordance with Clause 5.2

"**Adult Member**" means a member of the Club aged 18 years of age or older, as defined in Clause 5.2.2

"**Committee**" means the committee appointed under Clause 6 to manage the Club.

"**Officer Bearer**" means the President, the Vice President, the Secretary and the Treasurer.

"**These rules**" means the rules set out in this Constitution.

"**Tennis Scotland**" means the governing body of lawn tennis within Scotland [INSERT ADDRESS].

"**LTA**" means the Lawn Tennis Association Limited (company registration number 07459469) and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis in the United Kingdom 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 in force from time to time.

"**BERG**" means Braid Estate Recreational Grounds

"**BERG Trustees**" means the Chairperson and Treasurer from time to time of the BERG Committee of Management appointed to hold BERG in trust for the owners.

#### **4. AIMS and OBJECTS**

4.1 The primary aim of the Club is to facilitate and encourage the playing of tennis for all its members.

4.2 In furtherance of this aim, the objects of the Club are:

4.2.1 to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis;

4.2.2 to liaise and collaborate with BERG Trustees to ensure for Members the provision and maintenance of tennis courts and clubhouse;

4.2.3 to affiliate to Tennis Scotland (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of Tennis Scotland and the LTA as amended from time to time and the rules and regulations of any other body to which the LTA is registered or affiliated;

4.2.4 to operate and use in any way the tennis court facilities of the Club together with buildings, fixtures and fittings and accessories as shall be thought advisable;

- 4.2.5 Subject to the LTA rules, the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules and regulations concerning the operation of the Club and the conduct of its Members, guests and visitors including without limitation regulations concerning disciplinary procedures that may be taken against its members;
- 4.2.6 to discipline the members were permitted by the Club's rules and/or regulations and to refer the Club's member(s) to be disciplined by the LTA or Tennis Scotland as appropriate; and
- 4.2.7 do all such other things as the Committee thinks fit to further the interests of the Club and pursue the aims and objects stated in this Constitution.

## **5. MEMBERSHIP**

### **5.1 *Admission of members***

- 5.1.1 All persons are eligible for Adult membership of the Club provided they are 18 years of age (as at 1<sup>st</sup> April) or older. Persons may join the Club as a Student member, a Junior Member, a Winter member or a Non-playing member but may not hold office or vote at general meetings.
- 5.1.2 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.
- 5.1.3 Any person who wishes to become a Member must complete an application. Subject to clauses 5.1.2 above, the Committee has the absolute discretion to decide whether to admit the applicant as a Member.
- 5.1.4 All owners of the Braid Estate and members of their families living with them are eligible for membership as of right and in the event of there being a waiting list, owners applying for membership will be given priority.

### **5.2 *Classes of membership***

- 5.2.1 There shall be five main classes of membership:
- *Adult member*: for those 18 years of age as at 1<sup>st</sup> April and older;
  - *Student member*: for those in full time education as at 1<sup>st</sup> April;
  - *Junior member*: for those under 18 years of age as at 1<sup>st</sup> April;
  - *Winter member*: eligible to play between October and March in any year;
  - *Non-playing member*: members who intimate to the Secretary before 1<sup>st</sup> April that they will not be playing during the coming season

- 5.2.2 Within the classes of membership defined above, all persons of 18 years of age (as at, 1<sup>st</sup> April) and older will be regarded as Adult Members. Only Adult Members shall be entitled to receive notice of, attend and vote at general meetings. A member other than an Adult Member shall be entitled to all the privileges of membership relevant to their class of membership but shall not have the right to receive notice of, attend and vote at general meetings.
- 5.2.3 The Committee may introduce additional classes of membership for the Club from time to time.
- 5.2.4 A limit on membership can be established by the Committee, should the necessity arise, at any time.

### **5.3 *Conditions of membership***

- 5.3.1 Each member (of each class) agrees, as a condition of membership, to be bound by and subject to
- these rules and any rules and/or regulations concerning the operation of the Club and the conduct of Members, guests and visitors;
  - the rules and regulations of Tennis Scotland (as in force from time to time); and
  - the LTA Rules and the LTA Disciplinary Code (as in force from time to time).
- 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 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 Committee may 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 these rules or in any rules or regulations concerning the operation of the Club and the conduct of Members.
- 5.3.4 A Member may resign from the club at any time by giving one month's notice, in writing (either by letter or email), to the Club. Membership shall not be transferable in any event and shall cease immediately on death or on the failure of the Member to comply with any condition of membership set out in these rules.
- 5.3.5 Any person ceasing to be a Member forfeits all right to use the Club's facilities and has no right to the return of any part of his or her subscription.

### **5.4 *Subscriptions***

- 5.4.1 The joining fee and annual subscriptions shall be determined by the Committee.
- 5.4.2 The Members shall pay any annual subscriptions set by the Committee.
- 5.4.3 No person who has been accepted as a new Member shall be entitled to the privileges of membership until they have paid their first annual subscription and joining fee.

- 5.4.4 Any Member whose subscription is not paid by such date as the Committee shall decide each year shall be deemed to have resigned from the Club.
- 5.4.5 The Committee may from time to time decide to decrease or waive subscriptions either generally or on a case-by-case basis which decision will not require ratification by the Members in general meeting.

## **6. COMMITTEE**

- 6.1 The Club shall be managed by a Committee consisting of:
- The President
  - The Vice-President
  - The Secretary
  - The Treasurer
  - Club Captain
  - Junior Convenor
  - Facilities Manager
  - Welfare Officer
  - Club Coach
  - Social Secretary
  - Advertising & Publicity Co-ordinator
  - Tournament Organiser and
  - Two representatives of BERG
- 6.2 The affairs of the club shall be managed and controlled by the Committee. The Committee shall have the sole right of appointing and determining the terms and conditions of service of any employee of the Club. The Committee shall have the power to enter into contracts for the purposes of the Club on behalf of its members.
- 6.3 Committee meetings shall be held as often as the committee thinks fit provided that there shall not be less than three meetings each year. The quorum for such meetings shall be FIVE, at least one of whom is an Office Bearer.
- 6.4 The President, or in his or her absence the Vice-President, will preside at all meetings. Decisions of the Committee shall be made by simple majority and in the event of an equality of votes the President or Vice-President shall have a casting vote.
- 6.5 The Committee members shall be proposed, seconded and elected at the Annual General Meeting. Members of the Committee shall retire annually but will be eligible for re-election. A Member may not be elected to the Committee unless he/she is present at the meeting or has given written notice (either by letter or email) to the Secretary indicating his/her willingness to serve on the Committee.
- 6.6 The Committee shall have the sole right to interpret the Constitution and to give directions in cases not provided for therein, and all Orders and Regulations made by them shall be binding on all Members until set aside by a General Meeting.
- 6.7 Casual vacancies occurring in the Committee may be filled by co-option at the discretion of the Committee.

- 6.8 The Committee may delegate any part of its duties (except the election of Members) to one or more Sub-Committees which may be composed of any Members of the Club.
- 6.9 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 Tennis Scotland 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.

## **7.0 USE OF THE CLUB'S FACILITIES**

- 7.1 All persons using the Club's facilities agree to be bound by and subject to (a) the rules of Tennis Scotland as in force from time to time; and (b) the Rules and Disciplinary Code of the LTA (or such successor entity or entities as become(s) the governing body of the game of lawn tennis) from time to time. All persons using the Club's facilities acknowledge that the above is intended to be enforceable by the LTA and/or Tennis Scotland directly or by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **8.0 GENERAL MEETINGS**

### **8.1 *Annual General Meeting***

- 8.1.1 The Annual General Meeting shall be held at a place and a time to be fixed by the Committee each year and no period greater than fifteen months shall elapse between one annual general meeting and the next.
- 8.1.2 The business of the Annual General Meeting shall be the confirmation of the Minutes of the previous Annual General Meeting, and of any subsequent Extraordinary General Meetings, the consideration of the President's report of the activities of the Club during the previous year and the Treasurer's Accounts for the year, the election of Office- Bearers and Committee for the ensuing year and any items of which notice has been given and details included in the Agenda.

### **8.2 *Extraordinary General Meetings***

- 8.2.1 An Extraordinary General Meeting may be called by the Committee or by written requisition being made to the Secretary and signed by at least twenty-five Adult Members stating the purposes for which the meeting is required, and the resolutions proposed.
- 8.2.2 The business of such Extraordinary General Meetings shall be restricted to matters contained in the notice convening the meeting.

### **8.3 *Procedures for General Meetings***

- 8.3.1 In the absence of both the President and Vice-President, the Chairperson shall be appointed by the meeting.
- 8.3.2 Each Adult Member shall have one vote only and SHALL NOT be entitled to vote unless all monies due by him or her to the Club have been paid.
- 8.3.3 Fifteen Adult Members or one tenth of the Adult membership of the Club (whichever is the greater) shall constitute a quorum at Extraordinary General Meetings and, in the case of the Annual General Meeting, this quorum will apply to consideration of constitutional amendments only.
- 8.3.4 Any Adult Member entitled to vote at a General meeting may appoint a proxy to vote on their behalf by notifying the Secretary, in writing (either by letter or email), at least seven days prior to the meeting and stating the name of the proxy. The number of proxy votes will not count towards the quorum. Resolutions shall be passed by a simple majority. In the event of an equality of votes the President (in his or her absence the Vice President or Chairperson of the meeting) shall have a casting or additional vote.
- 8.3.5 At least fourteen days-notice of all meetings shall be given to Members, in writing (either by letter or email), by the Secretary.

## **9.0 ALTERATION OF THE CONSTITUTION**

- 9.1 No part of the Constitution may be altered except at the Annual General Meeting or at an Extraordinary General Meeting called for the purpose, and notice of any proposal affecting the Constitution must be given to the Secretary at least 28 days prior to such a meeting
- 9.2 To be carried, a proposal affecting the Constitution must receive a two-thirds majority of those voting (including proxy votes).

## **10.0 FINANCES**

- 10.1 The Treasurer of the Club shall, subject to the instructions of the Committee, receive and disburse all monies due to or by the club and shall keep regular books showing the accounts and transactions of the club. The Accounts of the club shall be made up by the Treasurer to the 30<sup>th</sup> September in each year and an account of Income and Expenditure during the preceding year and a Balance Sheet showing the financial position of the club, certified by the treasurer of BERG shall be submitted for approval of the Annual General Meeting following.
- 10.2 The financial year to run from 1<sup>st</sup> October to 30<sup>th</sup> September.
- 10.3 Subject to Clause 10.4, the income and property of the Club shall be applied solely in furtherance of the objects of the Club as set forth in these Rules and no portion thereof shall be paid or transferred, directly or indirectly, to any member of the Club, other than for the provision of goods or services or the remuneration of expenses.

- 10.4 Following deduction of expenses reasonably and properly incurred in the day to day running of the Club, the remaining balance will be paid over to the BERG Committee of Management Treasurer to be held in trust by the BERG Committee of Management to be used in payment of costs incurred by the Club in furtherance of the objective of provision of Tennis Courts and Clubhouse for use of Members and maintenance of the same in good and sufficient order.
- 10.5 The Club is not precluded from raising its own funds and any such funds can be used for purposes agreed the Committee so long as such use does not conflict with the provisions contained in the BERG Rules and Regulations in force from time to time.

#### **11.0 BERG**

- 11.1 The property of the Club remains under the ownership of BERG.
- 11.2 The prior written approval of the BERG Committee of Management will be required in respect of any replacement or resurfacing of or works of a material nature to the playing surfaces proposed by the Club.
- 11.3 The Club will abide by the BERG Rules and Regulations in force from time to time.

**Approved by:**

Braid AGM on 21 March 2021

BERG AGM on 28 March 2021.