

CAMVALE TENNIS CLUB

CONSTITUTION OF CAMVALE TENNIS CLUB (the Club)

INTERPRETATION AND OBJECTS

1. Interpretation

1.1 In this Constitution , unless the context otherwise requires:

Avon Tennis: means Avon Tennis CIO;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict: means a situation in which a Management Committee Member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

Eligible Management Committee Member: means a Management Committee Member who would be entitled to vote on the matter at a Management Committee meeting (but excluding in relation to the authorisation of a Conflict pursuant to Rule 10, any Management Committee Member whose vote is not to be counted in respect of the particular matter);

Game: means the game of tennis;

Interested Management Committee Member: has the meaning given in Rule 10.1;

LTA: means the Lawn Tennis Association;

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;

Management Committee: means the committee appointed under Rule 4 to manage the Club from time to time;

Management Committee Member: means a member of the Management Committee and includes any person occupying the position of Management Committee Member, by whatever name called;

Member: means a member of the Club admitted from time to time to membership of the Club in accordance with Rule 12 and **Membership** shall be construed accordingly (including Junior Member, Student Member and Non-Playing Member);

Non-Playing Member: means a Member who is not playing the Game;

ordinary resolution: means a resolution requiring a simple majority (more than 50%) of the Members entitled to vote;

special resolution: means a resolution requiring a majority of not less than 75% of the Members entitled to vote; and

1.2 References to **Rule** or **Rules** are to the rules of this Constitution.

2. Object

The object for which the Club is established is to:

- 2.1 principally provide facilities for and generally to promote, encourage and facilitate the playing of the Game amongst the community;
- 2.2 provide and maintain the Club's premises and club-owned tennis equipment for the use of its Members;
- 2.3 provide the other ordinary benefits of an amateur sports club;
- 2.4 take and retain a membership of Avon Tennis (and by doing so become and remain registered as an associate of the LTA);
- 2.5 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. Number and Composition of the Management Committee

- 3.1 Unless otherwise determined by ordinary resolution, the number of Management Committee Members shall be subject to a maximum of eleven but shall not be less than five.
- 3.2 The Club shall be managed by a Management Committee which may comprise the following:

- 3.2.1 the Chair

- 3.2.2 the Secretary (including membership)

- 3.2.3 the Treasurer;

- 3.2.4 the Welfare Officer

- 3.2.5 the Social Secretary

- 3.2.6 the Head Coach

- 3.2.7 the Men's Team Captain

- 3.2.8 the Ladies Team Captain

- 3.3 At least three of the Management Committee Members must be unrelated or non-cohabiting.

- 3.4 Each Management Committee Member agrees to be bound by and subject to this Constitution, the rules and regulations of Avon Tennis, the LTA, the LTA Rules and the LTA Disciplinary Code.

The Management Committee Members may exercise all of the powers of the Club for the purposes of the management of the Club, including the entry into contracts as agent for the Members.

- 3.5 The Management Committee Members from time to time shall be indemnified 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.

- 3.6 No individual Management Committee Member may bind the Club or its Members for any liability which exceeds the assets of the Club at the time.

4. Appointment of the Management Committee

- 4.1 The Members may by ordinary resolution appoint a person who is willing to act as a Management Committee Member, either to fill a vacancy or as an addition to the existing Management Committee but the total number of Management Committee Members shall not exceed the maximum number of eleven fixed in accordance with this Constitution.
- 4.2 Before any Management Committee Member is elected the Club must:
 - 4.2.1 consider the skills and diversity of the prospective Management Committee Member;
 - 4.2.2 consider whether the perspective Management Committee Member would satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Club;
 - 4.2.3 ensure he/she signs a letter of appointment which sets out the role and the responsibilities the elected Management Committee Member is expected to fulfil.

5. Retirement of Management Committee Members

- 5.1 Any Management Committee Member who is appointed shall hold office for a one year term from the meeting at which he or she is appointed. He or she will be eligible for re-appointment.
- 5.2 At the general meeting immediately following the end of the Management Committee Member's term as detailed in Rule 5.1 the relevant Management Committee Member shall retire from office. A retiring Management Committee Member may offer himself or herself for re-appointment by the Members and a Management Committee Member that is so re-appointed will be treated as continuing in office without a break.

6. Members' reserve power

- 6.1 The Members may, by special resolution, instruct the Management Committee Members to take, or refrain from taking, any specified action.
- 6.2 No such special resolution invalidates anything which the Management Committee Members have done before the passing of the resolution.
- 6.3 The following matters require approval by ordinary resolution of the Members:
 - 6.3.1 entry into any contract with a third party which will incur a cost to the Club in excess of £1,500;
 - 6.3.2 changes to the Club's Constitution

7. Calling a Management Committee Meeting

- 7.1 Any Management Committee Member may call a Management Committee meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the Management Committee Members may agree) to the Management Committee Members.
- 7.2 The Management Committee must hold at least six meetings every calendar year.

8. Quorum for Management Committee Meetings

- 8.1 Subject to Rule 8.2, the quorum for the transaction of business at a Management Committee meeting is at least 50% of the Management Committee Members appointed at the time of the meeting.

8.2 If the total number of Management Committee Members in office for the time being is less than the quorum required, the Management Committee Members must not take any decision other than a decision:

8.2.1 to appoint further Management Committee Members; or

8.2.2 to call a general meeting so as to enable the Members to appoint further Management Committee Members.

9. **Casting Vote**

9.1 Decisions of the Management Committee shall be made by a simple majority.

9.2 If the number of votes for and against a proposal at a Management Committee meeting are equal, the Chair or other Management Committee Member chairing the meeting shall have a casting vote.

10. **Management Committee Member Conflicts of Interest**

10.1 The Management Committee may, in accordance with the requirements set out in this Rule, authorise any Conflict proposed to them by any Management Committee Member.

10.2 Any authorisation under this Rule 10 shall be effective only if:

10.2.1 the matter in question shall have been proposed by any Management Committee Member for consideration in the same way that any other matter may be proposed to the Management Committee Members under the provisions of this Constitution;

10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Management Committee Member; and

10.2.3 the matter was agreed to without the Interested Management Committee Member voting or would have been agreed to if the Interested Management Committee Member's vote had not been counted.

10.3 Any authorisation of a Conflict under this Rule 10 may (whether at the time of giving the authorisation or subsequently):

10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

10.3.2 provide that the Interested Management Committee Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Management Committee or otherwise) related to the Conflict;

10.3.3 provide that the Interested Management Committee Member shall or shall not be an Eligible Management Committee Member in respect of any future decision of the Management Committee in relation to any resolution related to the Conflict;

10.3.4 impose upon the Interested Management Committee Member such other terms for the purposes of dealing with the Conflict as the Management Committee think fit;

10.3.5 provide that, where the Interested Management Committee Member obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Management Committee Member of the Club) information that is confidential to a third party, he/she shall not be obliged to disclose that information to the Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and

- 10.3.6 permit the Interested Management Committee Member to absent himself from the discussion of matters relating to the Conflict at any Management Committee meeting and be excused from reviewing papers prepared by, or for, the Management Committee to the extent they relate to such matters.
- 10.4 Where the Management Committee authorise a Conflict, the Interested Management Committee Member shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Management Committee in relation to the Conflict.
- 10.5 The Management Committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Management Committee Member prior to such revocation or variation in accordance with the terms of such authorisation.
- 10.6 Provided he/she has declared the nature and extent of his/her interest, a Management Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:
 - 10.6.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
 - 10.6.2 shall be an Eligible Management Committee Member for the purposes of any proposed decision of the Management Committee in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 10.6.3 shall be entitled to vote at a Management Committee meeting in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 10.6.4 may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Management Committee Member;
 - 10.6.5 may be a Management Committee Member or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested; and
 - 10.6.6 shall not, save as he may otherwise agree, be accountable to the Club for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate.

11. Records of Decisions to be Kept

Where decisions of the Management Committee are taken by electronic means, such decisions shall be recorded by the Management Committee in permanent form, so that they may be read with the naked eye.

12. Membership

- 12.1 Membership of the Club is open to anyone interested in participating in the Game, volunteering or coaching regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 12.2 The Membership shall consist of the following categories:
 - 12.2.1 Adult Member
 - 12.2.2 Restricted Adult Member (Non-peak hours Monday to Friday – 9:30 am to 5:00pm but able to enter Club competitions and play in League matches if selected.)

- 12.2.3 Junior Member (17 and under) ;
- 12.2.4 Student Member (18 to 24 in full time education or on a “gap-year” between educational studies and living away from home);
- 12.2.5 Student Member (18 to 24 in full time education/apprenticeship)
- 12.2.6 Family Membership (Two adults and juniors living at the same address)
- 12.2.7 Non-Playing Member.
- 12.3 The Club shall admit to Membership an individual which:
 - 12.3.1 applies to the Club using the application process approved by the Management Committee; and
 - 12.3.2 is approved by the Secretary.

An email or letter shall be sent to each successful applicant confirming their Membership of the Club and the details of each successful applicant shall be entered into the register of Members.
- 12.4 All Members must pay the Club Membership fees which will be agreed at the Annual General Meeting.
- 12.5 No candidate who has been accepted as a Member shall be entitled to the privileges of Membership until he or she has paid the full Membership fee.
- 12.6 Renewal membership subscriptions are due on 1 April. Any Member whose Membership fee is not paid by 30 April shall be deemed to have resigned their Membership of the Club.
- 12.7 The Management Committee may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the register of Members.
- 13. **Expulsion of Member**
 - 13.1 A Member may withdraw from Membership of the Club on 30 days’ clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution.
 - 13.2 Following completion of the Club’s disciplinary procedure the Management Committee may terminate the Membership of any Member without his/her consent by giving the Member written notice if, in the reasonable opinion of the Management Committee, the Member:
 - 13.2.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and Management Committee into disrepute; or
 - 13.2.2 has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
 - 13.2.3 has failed to observe the terms of this Constitution.

Following such termination, the Member shall be removed from the register of Members.
 - 13.3 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The Management Committee must consider any representations made by the Member and inform the Member of their decision

following such consideration. There shall be no right to appeal from a decision of the Management Committee to terminate the Membership of a Member.

- 13.4 A Member whose Membership is terminated under this Rule shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him or her.

14. Votes of Members

- 14.1 At any general meeting every Member who is present in person shall on a show of hands have one vote.
- 14.2 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 chair of the meeting.
- 14.3 An electronic vote is permissible providing an apology is given for non-attendance at a meeting and there is a clear indication (yes or no) communicated (email or letter) to the Secretary in advance of a meeting.
- 14.4 No person may represent more than one Member.

15. Annual General Meeting

- 15.1 The annual general meeting (AGM) of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:
- 15.1.1 to receive the Secretary's report of the activities of the Club during the previous year;
 - 15.1.2 to receive and consider the accounts of the Club for the previous year;
 - 15.1.3 to elect the Club's Officers and Management Committee,
 - 15.1.4 to agree the annual membership fees for the coming year, and
 - 15.1.5 to deal with any other matters which the Management Committee desires to bring before the Membership.
- 15.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Members not less than 14 days before the meeting.
- 15.3 No period greater than fifteen months shall elapse between one annual general meeting and the next.

16. Extraordinary General Meeting

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 Chair of a requisition in writing signed by not less than 40% of the Members stating the purposes for which the meeting is required and the resolutions proposed.

17. Procedures at the Annual and Extraordinary General Meetings

- 17.1 The Secretary shall send to each Member at his/hers last known email address written notice 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.

- 17.2 The quorum for the annual and extraordinary general meetings shall be 10 Members or one-tenth of the Membership of the Club (whichever is the greater number).
- 17.3 The Club Chair or in his absence the Secretary shall preside at all meetings of the Club but if they are not present within 15 minutes after the time appointed for the meeting or has signified their inability to be present at the meeting, the Members present may choose one of the other Management Committee Members present to preside and if no other Management Committee Members is present or willing to preside the Members present may choose one of their number to be chair of the meeting.
- 17.4 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 chair of the meeting must adjourn it. When adjourning an annual or extraordinary general meeting the chair 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 Management Committee Members. The chair 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 15.2. 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.
- 17.5 The Management Committee Members may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chair of the meeting may permit other persons who are not Members to attend and speak at a meeting.
- 17.6 A Management Committee Member, shall take minutes at annual and extraordinary general meetings.
18. **Change of Club Name**
- The name of the Club may be changed by a decision of the Management Committee or a special resolution of the Members.
19. **Finances**
- 19.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects.
- 19.2 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in bank account(s) in the name of the Club. No sum shall be drawn from that account(s) except by authorised withdrawals signed by two of the three signatories who shall be the Treasurer, Chair and Secretary. All monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 19.3 The Management Committee shall have power to authorise the payment of expenses to any officer, Management Committee Member, Member of the Club and to any other person or persons for services rendered to the Club.
- 19.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 19.5 The Club's financial year shall be 1 November to 31 October and an annual income & expenditure statement of the Club shall be prepared. These accounts shall be duly independently examined to provide assurance to Club members prior to being presented at the AGM for consideration.

20. Borrowing

- 20.1 The Management Committee may borrow monies on behalf of the Club for the purposes of the Club from time to time if agreed by at least 50% of the Club's adult membership.
- 20.2 When so borrowing the Management Committee shall have the 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.
- 20.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

21. Property

- 21.1 The property of the Club, other than cash at the bank, shall be vested in two or more persons to deal with the property in accordance with the Constitution. They shall deal with the property as directed by resolution of the Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.
- 21.2 These persons shall be indemnified out of the assets of the Club by the Club, and the Management Committee shall pay all costs, losses and expenses which any such persons may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his or their duties. The Management Committee may give to any person, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

22. Use of Facilities

- 22.1 The courts are open to general play at all times except as noted below in (22.6). Members wishing to book a court must use the on-line booking system (ClubSpark) entering the details of those playing. Courts may be booked up to a fortnight ahead but only one court may be booked by an individual member during this time.
- 22.2 All tennis coaches using the facilities of the Club will be required, as a condition of such use, to be LTA Accredited and agree to be bound by and subject to this Constitution, the rules and regulations of Avon Tennis, the LTA Rules and the LTA Disciplinary Code. All other individuals using the Club's facilities must also comply with this Constitution, the rules and regulations of Avon Tennis, the LTA Rules and the LTA Disciplinary Code.
- 22.3 Club members may bring a guest (non-member) to play but they must ensure that the guest is aware of the Club rules, e.g. correct shoes, no food on court, etc. The guest's details must be included when booking a court (or in the Guest book located in the Clubhouse) and pay a £3 guest fee. A visiting guest may only be such for a maximum of four visits in one year.
- 22.4 The correct soft soled tennis shoes to be worn on court and no food, sweets or drink to be taken onto the courts.
- 22.5 All balls that are hit out of the Club should be retrieved with any lost balls reported to a member of the Management Committee.
- 22.6 The following sessions have been designated as "Club Sessions" whereby members may attend without booking:
 - 22.6.1 Tuesday evening – 6:30pm until 10:00pm (All members)
 - 22.6.2 Wednesday evening - 7:00pm until 10:00pm (All members)

22.6.3 Thursday evening - 7:00pm until 10:00pm (Ladies)

Also, the following Coaching sessions have been designated for regular coaching:

22.6.4 Monday afternoon/evening – 4:00pm until 7:00pm (Juniors)

22.6.5 Friday morning – 10:00am until 12 noon (Adults)

22.6.6 Saturday morning – 9:00am until 2:00pm (Juniors)

22.7 In addition to (22.6), there will be other occasions when the courts are required for league matches (usually a Friday evening), club competitions, junior tennis camps, etc. The times and dates of these will be displayed on the Club Noticeboard, website and on the on-line court booking system.

23. Means of Communication to be Used

Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

23.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

23.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

23.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

23.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Rule, no account shall be taken of any part of a day that is not a Business Day.

24. Dissolution

24.1 A resolution to dissolve the Club shall be proposed only at a general meeting and shall be passed by a special resolution of the Members present and voting.

24.2 The dissolution shall take effect from the date of the resolution and the Management Committee Members shall be responsible for the winding-up of the assets and liabilities of the Club.

24.3 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) Avon Tennis CIO for use in community tennis related activities; (ii) the LTA for use in community related initiatives for the Game; (iii) another registered community amateur sports club for the Game; or (iv) a registered charitable organisation.

25. Alteration of the Constitution

This Constitution 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 50% of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

January, 2022