

ISLE OF MAN LAWN TENNIS ASSOCIATION

1. Name

The association is called the Isle of Man Lawn Tennis Association (“the Association”).

2. Definitions

2.1 In these rules, unless the context otherwise requires:

“associate”	means an entity which is registered as an associate by the <i>Association</i> pursuant to the LTA Rules; <i>[NB: following the changes in terminology effected by the registration amendments, associates are those clubs who are associated to the LTA through the county association – i.e. Members]</i>
“the Chairman”	means the person elected from time to time to be the Chairman of the Association in accordance with rule 7
“the Committee”	comprises of the Members elected as defined by rule 7
“the County”	means the County of Isle of Man
“the Councillor”	means a Councillor of the LTA
“the Game”	means the game of tennis
“the Secretary”	means the person elected from time to time to be the Secretary of the Association in accordance with rule 7
“the Treasurer”	means the person elected from time to time to be the Treasurer of the Association in accordance with rule 7
“the County Safeguarding Officer”	means the person elected from time to time to be the County Safeguarding Officer of the Association in accordance with rule 7
“the LTA”	means the Lawn Tennis Association (the governing body of tennis within Great Britain, Channel Islands and Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, 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 in force from time to time
“the Officers”	means the Chairman, the Secretary, the Treasurer and the County Safeguarding Officer
“the Members”	means the members of the Association admitted from time to time to membership of the Association in accordance with rule 4.1
“the Trustees”	means the persons appointed from time to time to be the trustees of the Association in accordance with rule 8

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

3. Objects

3.1 The objects of the Association are:

(a) to act jointly with the LTA as the governing body for the Game within the County, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of the Game and generally to do all such acts, matters and things in connection with, or incidental, thereto;

(b) to take and retain a membership interest with the LTA and to comply with and uphold throughout the County the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any person or body to which the LTA is registered or affiliated;

(c) subject to the LTA Rules and the LTA Disciplinary Code, to make, amend and revoke rules and regulations for the control and governance of the Game in the County and for the disciplining of players, officials, coaches and others involved within the Game, and to comply with and uphold these rules;

(d) to accept all duties and powers delegated to it by the LTA and to appoint a representative or representatives for the County to the Council of the LTA;

(e) to promote, arrange and regulate inter-county matches, county championships, tournaments, inter-club and county competitions and junior activities at all levels and age groups and to select teams for inter-county matches and competitions and generally to do all such acts, matters and things in connection with, or incidental, thereto;

(f) subject to the LTA Rules, the LTA Disciplinary Code and the LTA's wider jurisdiction, to consider and resolve disputes, and enforce any award or decision, arising in connection with the Game in the County or otherwise delegated to it by the LTA and to provide by these rules, regulations, bye-laws or otherwise for a process to govern such disputes;

(g) to acquire, dispose of, establish, own, lease, operate, use and turn to account in any way tennis court facilities within the County together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

(h) to arrange, purchase and distribute tickets allocated to the County for The Championships in accordance with the guidelines laid down by the LTA and the ticket terms and conditions issued by The All England Lawn Tennis and Croquet Club;

(i) to promote the teaching of the Game and the development of tennis in the County and in particular the development of junior tennis in the County and to promote, encourage and support coach education, the function of competition organisers, referees and umpires and the training of coaches, teachers, competition organisers, referees and umpires;

(j) to advance and safeguard the interests of the players of the Game at all levels within the County and to work with the LTA in furthering the tennis career of any person or persons of any age who is resident in the County; and

(k) to do all such other things as the Committee thinks fit to further the interests of the Association, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of

the Game or to be incidental or conducive to the attainment of all or any of the objects stated in this rule.

3.2 The funds or other property of the Association shall not be paid to or distributed among the Members, but shall be applied towards the furtherance of the Association's objects or for any similar charitable purpose.

4. Membership

4.1 An entity shall qualify for registration as a Member, and thereby for registration as an associate of the LTA, if the Committee of the Association deems (in accordance with the LTA's guidelines) that such entity provides organised tennis opportunities. Such an entity shall include, but not be limited to:

- (a) a members' or commercial tennis club;
- (b) a park-based tennis programme;
- (c) a school-based tennis programme for the community which operates out of curriculum hours;
- (d) an indoor pay and play tennis centre;
- (e) a tennis academy; and/or
- (f) a further education or higher education tennis club,

provided, in each case, that it has a written constitution or set of rules governing its operation approved by the Committee.

4.2 If a dispute arises as to whether an entity qualifies to be registered as a Member, the Committee shall refer the matter to the President of the LTA whose decision on the matter shall be final.

4.3 Any person who wishes to become a Member must complete an on-line registration or submit an application in such form as the Committee shall decide. Subject to rule 4.1, election to membership shall be at the sole discretion of the Committee.

4.4 Each Member agrees as a condition of membership of the Association and association with the LTA:

- (a) to be bound by and subject to these rules (as in force from time to time);
- (b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code; and
- (c) to ensure that its underlying members, any unlicensed and unregistered coaches and, so far as reasonably practicable, players using its facilities (the "Member's connected parties") are bound by and subject to the LTA Rules and the LTA Disciplinary Code by obtaining the formal agreement of the Member's connected parties, as a condition of membership, association, registration, election or as otherwise appropriate, to be bound by and subject to the LTA Rules and the LTA Disciplinary Code and that the LTA can enforce any breach at its option and in its sole discretion.

4.5 Rule 4.4 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the associates do not intend that any term of these rules, apart from rule 4.4, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

4.6 The LTA and the Committee may terminate the membership and association of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership and association set out in this rule. Rule 6 shall not apply to such termination.

4.7 A Member may withdraw from membership of the Association on 3 months clear notice to the Association. Membership shall not be transferable in any event and shall cease immediately on death or dissolution.

4.8 The Association may admit the following as Members of the Association but such Members shall not be entitled to vote at annual and extraordinary general meetings or to attend annual or extraordinary general meetings of the LTA or to any of the benefits or services provided by the LTA:

(a) a Patron, Honorary President or Honorary Vice President as the Committee shall decide shall be entitled to become Members

(b) such other clubs, individuals or organisations as the Committee shall decide shall be entitled to become Members.

4.9 The Association shall record in the minutes of the meeting those Members so appointed under rule 4.8 including the period of time for which those Members are appointed. At each annual general meeting, these Members shall have their continued membership for the following year confirmed and recorded in the minutes.

5. Entrance fee and subscription

5.1 The annual subscription for each type of Member referred to in rule 4.1 shall be determined from time to time by the Committee and shall be effective for that year. Such annual subscription may exceed the minimum annual subscription described below.

5.2 The minimum annual subscription for each Member referred to in rule 4.1, which shall be deemed to include any taxation which may be payable thereon, shall be calculated by multiplying the number of courts of each surface to which that Member has “regular access” (whether through a lease, user agreement and/or such other arrangement or understanding) by the applicable “court fee”. Court fees shall be determined by the LTA; regular access means access on an exclusive basis for at least 15 hours per week (for at least 40 weeks per year).

5.3 In respect of Members referred to in rule 4.1 that do not have “regular access” to tennis courts, a fixed minimum annual subscription, determined annually by the LTA, shall apply.

5.4 Unless the LTA determines otherwise on a case by case basis, the annual subscription fee of Members referred to in rule 4.1 in respect of each year to 30 September shall be payable between 1 October and the following 28 February.

5.5 The annual subscription fee of Members referred to in rule 4.1 may be paid to the LTA as agent of the Association.

5.6 The annual subscription fee of Members referred to in rule 4.1 shall include the amount, if any, payable in respect of benefits or services provided by the LTA.

5.7 Any Member referred to in rule 4.1 whose first subscription remains unpaid for one calendar month after the receipt of notice of membership, or whose annual subscription in any subsequent year remains unpaid by 28 February, shall, if the LTA so resolves, cease to be eligible for grants and other advantages offered to Members by the LTA.

5.8 Any Member whose subscription fee is not paid by such date as the Committee shall decide each year shall be deemed to have resigned his membership of the Association.

6. Expulsion

(a) Subject to the remaining provisions of this rule, the Committee shall have power to expel a Member if it in its sole discretion determines that it would be in the best interests of the Association to do so.

(b) A Member shall not be expelled unless he is given 14 days' written notice to attend a meeting of the Committee and written details of the complaint made against him.

(c) The Member shall be given an opportunity to appear before the Committee to answer complaints made against him and must not be expelled unless at least two-thirds of the Committee then present vote in favour of his expulsion.

7. The Committee

7.1 The Association shall be managed by a Committee consisting of:

(i) the Chairpersons from time to time of each of those Members which is a members' or commercial tennis club unless that person is unwilling or would be ineligible to be on the Committee under the provisions of Rule 12 in which case the relevant Member must appoint a suitable and eligible substitute to be regarded as the Chairperson of that Member for the purposes of these rules.

(ii) The following officers:

- (a) the Chairman
- (b) the Secretary
- (c) the Treasurer
- (d) the County Safeguarding Officer

7.2 The Association 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 LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the LTA and the Association can enforce any breach at its option and in its sole discretion.

7.3 The members of the Committee may delegate any of the powers which are conferred on them by these rules to such person, or committee, by such means (including by power of attorney), to such an extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Committee specify any such delegation, they may authorise further delegation of the members' powers. The members of the Committee may revoke any delegation or alter its terms and conditions.

7.4 The Secretary shall send to the Members each year a nomination form for the election of Officers. Those persons proposed to be nominated as Officers must be nominated by members as defined in rule 4.1 on the form prescribed by the Committee and must be submitted to the Secretary in writing no later than fourteen days prior to the date of the annual general meeting. The details of such nominations must be sent to club secretaries not less than ten days prior to the date of the annual general meeting. Nominations will be accepted at the annual general meeting only for positions for which no nominations have already been received.

7.5 No person may be elected to more than one post unless a vacancy can not be filled. In this case the post may be filled by an existing member of the Committee but without voting rights.

7.6 If there is only one candidate nominated to fill any particular post, that candidate shall be declared elected unopposed for that particular post at the next annual general meeting. If there is more than one candidate for any particular post there shall be an election at the annual general meeting for that position.

7.7 The Committee members shall be proposed, seconded and elected by ballot at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the annual general meeting following their re-election or election (as the case may be).

7.8 In addition to the members elected or appointed in accordance with this rule 7, the Committee may co-opt further persons who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Committee.

7.9 Retiring members of the Committee may be re-elected.

7.10 A member of the Committee shall be deemed to have vacated office if:

(a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) a registered medical practitioner who is treating that person gives a written opinion to the Committee stating that that person has become physically or mentally incapable or acting as a member of the Committee and may remain so for more than three months; or

(c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

(d) he resigns his office by notice to the Association; or

(e) he shall without sufficient reason for more than three consecutive meetings of the Committee have been absent without permission of the Committee and the Committee resolves that his office be vacated; or

(f) he is suspended from holding office or from taking part in any activity relating to the administration or management of the Association by a decision of the LTA; or

(g) he is requested to resign by all the other Committee members acting together; or

(h) his main residence is not in the Isle of Man and he is not resident there for more than 9 months of the year; or

(i) he leaves the Isle of Man.

7.11 Any person accepting election or nomination to the Committee who has any professional or financial interest in the Game must, before his election or nomination, state in writing to the Association all such interests. Failure to do so will lead to automatic disqualification from Committee membership. The Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Game.

8. Proceedings of the Committee

8.1 Committee meetings shall be held as often as the Committee thinks fit provided that there shall not be less than four meetings each year. Any member of the Committee may request the Secretary to call a meeting of the Committee. The request need not be in writing.

8.2 The quorum of such meetings shall be five. Unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. If the total number of members of the Committee is less than the quorum required, the members of the Committee must not take any decision other than a decision to appoint further members of the Committee in accordance with rule 7, above.

8.3 The Chairman and the Secretary shall have discretion to call emergency meetings of the Committee if they consider it to be in the interests of the Association. The Secretary shall give all the members of the Committee not less than three days' notice of a meeting.

8.4 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 members of the Committee present may appoint one of the number to be chairman of the meeting.

8.5 Decisions of the Committee shall be made by a simple majority (and in the event of equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote).

8.6 The Committee may from time to time appoint from among its number such sub- committees as it considers necessary and may delegate to them such of the powers and duties of the Committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the provisions of these rules which govern the taking of decisions by members of the Committee. The Committee may give the sub-committee directions which prevail over these rules.

8.7 The Committee shall be responsible for the management of the Association and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Association. The Committee shall have the power to enter into contracts for the purposes of the Association on behalf of all the Members.

8.8 The Committee may appoint Trustees, on such terms as the Committee may think fit, to hold office until death or resignation unless removed from office by a resolution of the Committee. The Chairman from time to time is nominated as the person to appoint new Trustees within the meaning of the Trustee Act 1961. A new Trustee or new Trustees shall be nominated by resolution of the Committee and the Chairman shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Association and the provisions of the Trustee Act 1961 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall be in favour of a person dealing with the Association or the Committee in good faith be conclusive evidence of the fact so stated.

8.9 The number of Trustees shall not be more than four.

8.10 Every member of the Committee, employee or agent of the Association shall be indemnified by the Association and the Committee shall pay all costs, losses and expenses which any such member of Committee, employee or agent 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 as such member of the Committee, employee or agent in accordance with the instructions of the Committee or of a general meeting of

the Association or otherwise in the discharge of his duties. The Committee may give to any member of Committee, employee or agent of the Association who has incurred or may be about to incur any liability at the request of or for the benefit of the Association such security by way of indemnity as may seem expedient.

8.11 Any member of the Committee may participate in a meeting of the Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no such group, where the chairman of the meeting is.

9. Councillors

9.1 The Committee shall select each year the Councillor that the Association is entitled to nominate to serve on the Council of the LTA and to fill any casual vacancies that may occur in such representation.

9.2 The Association agrees that its Councillor will be required, as a condition of election, to agree to be bound by and subject to these rules, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the LTA and the Association can enforce any breach at its option and in its sole discretion.

10. Annual general meeting

10.1 The annual general meeting of the Association shall be held at such time as the Committee shall decide each year to transact the following business:

- (a) to receive the Chairman's report of the activities of the Association during the previous year;
- (b) to receive and consider the accounts of the Association for the previous year, report on the accounts and the Treasurer's report as to the financial position of the Association;
- (c) if required, to remove and elect the independent accountant or confirm that he remain in office;
- (d) to elect the members of the Committee;
- (e) to decide on any resolution which may be duly submitted in accordance with rule 10.2 below;
- (f) to deal with any special matters which the Committee desires to bring before the membership.

10.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing by the relevant Member or member of the Committee to the Secretary not less than fourteen days before the meeting.

11. Extraordinary general meetings

An extraordinary general meeting may be called at any time by the Committee and shall be called within ten days of receipt by the Secretary of a requisition in writing signed by not less than three voting Members stating the purposes for which the meeting is required and the resolutions proposed. If an extraordinary general meeting is called after receipt of a Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of 10 days commencing on the date

of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of a period of two months commencing on the date of that request.

12. Procedures at the annual and extraordinary general meetings

12.1 The Secretary shall send to each Member at his last known address written notice of the date, time and place of the annual or extraordinary general meeting together with the resolutions to be proposed thereat, and in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Committee for the ensuing year, at least ten 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.

12.2 The quorum for the annual and extraordinary general meetings shall be five Members. No business other than the appointment of the chairman of the meeting is to be transacted at the annual or extraordinary general meeting if the persons attending it do not constitute a quorum.

12.3 The Chairman shall preside at all annual and extraordinary meetings of the Association but if he is not present within fifteen minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present and entitled to vote may choose one of the other members of the Committee present to preside and if no other member of the Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to be chairman of the meeting.

12.4 If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting.

When adjourning an annual or extraordinary general meeting the chairman of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Committee. The chairman must have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 12.1.

No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

12.5 Members of the Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.

12.6 The Secretary, or in his absence a member of the Committee, shall take minutes at annual and extraordinary general meetings.

13. Voting at annual and extraordinary general meetings

13.1 Each Member present shall have voting rights as set out in rule 13.2 and resolutions shall be passed by a simple majority. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.

13.2 Each Member will be represented at a General Meeting by its representative member who will vote on its behalf. Any member has the right to speak at the meeting. On any matter being put to the vote, each Member shall have voting rights in accordance with the number of members of their entity as shown in the table that follows:

1 point for each senior member and ½ a point for each junior member. Memberships will be those recorded for each Member by the LTA on the 30 th September prior to the meeting	
Points	Number of Votes
5 to 25.5	1 vote
26 to 75.5	2 votes
76 plus	3 votes

Every motion submitted shall be decided by a ballot being taken of those eligible to vote, unless the chairman of the meeting and the majority of those eligible to vote agree a show of hands to be acceptable. Any such ballot shall be secret, and the chairman of the meeting shall appoint two (2) scrutinizers to count the votes cast, and the result of their count shall be final. No proxies will be allowed.

Voting on Election of Officers

At an AGM or EGM, the Committee members shall not be entitled to a vote unless they are representing a Member in accordance with the table above. In the event of a tie in the number of votes cast, then the chairman of the meeting at that time shall have a casting vote.

When the voting is concerned with the election of the Chairman, and the existing Chairman is standing for re-election, then the meeting will be chaired by the Treasurer unless he has signified his inability to be present at the meeting when the Members present and entitled to vote may choose one of the other members of the Committee present to preside and if no other member of the Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to be chairman of the meeting.

Voting on Resolutions

When voting on resolutions that have been correctly submitted prior to a General Meeting, in addition to the Members nominated member's votes, the Chairman, the Treasurer, the Secretary and the County Safeguarding Officer shall have a vote. The Chairman, the Treasurer, the Secretary and the County Safeguarding Officer's votes shall carry no club allegiance. The voting on resolutions will always be by secret ballot in order to aid the administration.

For any vote to succeed it must have a majority of votes cast and also be supported by more than 50% of Members of the Association. The Member vote, for each Member, will be decided by the majority of those representatives voting for their Member. In the event of a club having equal votes for and against a motion, then a club vote will be taken to be an abstention.

In the event of a tie in the number of votes cast, either club votes or overall votes, then the motion will be lost.

All resolutions and proceedings of general meetings are to be distributed to the current members of the Committee and Members within ten working days of the meeting having taken place.

The Committee should review and comment on these minutes and these comments should be presented along with the minutes at the next AGM.

13.3 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.

13.4 Any Member not being an individual may by resolution of its management committee authorise such person as it thinks fit to act as its representative at annual and extraordinary general meetings. A person so authorised is entitled to exercise the same powers on behalf of the Member as that Member could exercise as if it was an individual Member.

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

14. Alteration of the rules

These rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of the Members present and entitled to vote at the general meeting as indicated in rule 13.2, the notice of which contained particulars of the proposed alteration or addition.

15. Regulations, Bye-laws and Standing Orders

The Committee shall have power to make, repeal and amend such regulations, and standing orders as it may from time to time consider necessary, desirable or appropriate. Such regulations standing orders shall have effect until repealed by the Committee.

16. Use of Facilities

The Association agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Association or an associate will be required, as a condition of such use, to agree to be bound by and subject to these rules, 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 Association can enforce any breach at its option and in its sole discretion.

17. Finance

17.1 All moneys payable to the Association 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 Association. No sum shall be drawn from that account except by cheque signed by two of the signatories who shall be the Chairman, the Secretary, and the Treasurer. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.

17.2 Subject to rule 18.3, the income and property of the Association shall be applied only in furtherance of the objects of the Association and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

17.3 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 Association and to any other person or persons for services rendered to the Association. The remuneration of a member of the Committee, Member or employee of the Association 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.

17.4 The Association 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 Association or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Association.

17.5 The financial transactions of the Association shall be recorded in such manner as the Committee thinks fits by the Treasurer.

17.6 Full accounts of the financial affairs of the Association 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 and they will be review at the annual general meeting.

18. Borrowing

18.1 Subject to the agreement of 75% of the elected members of the Committee, the Committee may borrow a maximum total amount of £5,000 on behalf of the Association for the purposes of the Association from time to time at its own discretion and with the sanction of an annual or extraordinary general meeting any further money above that sum.

18.2 When so borrowing the Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issues of debentures charged upon all or any part of the property of the Association.

18.3 The Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

18.4 The Trustees, if appointed, shall, at the discretion of the Committee, make such dispositions of the Association'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.

19. Property (only applicable while Trustees are appointed)

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

19.2 The Trustees shall be indemnified by the Association and the Committee shall pay all costs, losses and expenses which any such Trustee 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 as such Trustee in accordance with the instructions of the Committee or of an annual or extraordinary general meeting of the Association or otherwise in the discharge of his or their duties. The Committee may give to any Trustee who has incurred or may be about to incur any liability at the request of or for the benefit of the Association such security by way of indemnity as may seem expedient.

20. Notices

20.1 The Association can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipients' usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Association or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.

20.2 If any notice or other information is left by the Association at the intended recipient's usual address, it is treated as being received on the day it was left.

20.3 If any notice or other information is sent by the Association by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

20.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website, or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

21. Dissolution

21.1 A resolution to dissolve the Association shall only be proposed at an extraordinary general meeting and shall only be passed if carried by a majority of at least three-quarters of the Members present and entitled to vote.

21.2 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 Association.

21.3 Any property remaining after the discharge of the debts and liabilities of the Association shall be paid or distributed as determined by the Committee to the LTA, any other non-profit making body with similar objects or any tennis related charity.