

## Crick and West Haddon Tennis - Constitution

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### 1. Name

The Club was formed by the amalgamation of Crick Tennis Association and West Haddon Tennis Club in March 2011. The name of the Club is Crick & West Haddon Tennis.

### 2. Definitions

- 2.1 "the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 9;
- "the CLTA" means Northamptonshire County Lawn Tennis Association;
- "the Honorary Secretary" means the person elected from time to time to be the honorary secretary of the Club in accordance with Rule 9;
- "the Honorary Treasurer" means the person elected from time to time to be the honorary treasurer of the Club in accordance with Rule 9;
- 'Disciplinary Code' Means the disciplinary code of the LTA in force from time to time;
- "the LTA" means LTA, CLG and its subsidiaries or such successor entity or entities as becomes the governing body of the game of lawn tennis from time to time;

- "the Officers" means those members of the management committee with a title assigned to them.
- "the Management Committee" means the committee appointed under Rule 9 to manage the Club;
- "Member" means a member of Crick and West Haddon Tennis;
- 'Rules' means the rules of the LTA as in force from time to time;
- "the President" means the person [elected] [appointed] from time to time to be the president of the Club in accordance with Rule 9;
- "the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.

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

### 3. Objects

The objects of the Club are:

- (a) principally to provide facilities for lawn tennis and generally to promote, encourage and facilitate the playing of lawn tennis in the area of Crick, West Haddon and amongst the wider community;
- (b) to provide and maintain Club premises at both Crick & West Haddon to include two courts at West Haddon, the village court at

Crick and/or possible future developments in both villages as well as club-owned tennis equipment for the use of its members;

- (c) to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments]
- (d) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- (e) to affiliate to the CLTA (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the CLTA and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated;
- (f) to operate and turn to account in any way [for the members' benefit] the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (g) 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;
- (h) to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate) where so required by the Rules and Regulations of the LTA or the CLTA (as the case may be);
- (i) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

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

4.1 The Club is a non-profit making organisation. All surpluses will be used to

maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than to another community amateur sports club for lawn tennis, to the LTA for use in community related lawn tennis initiatives, or to a registered charitable organisation, on winding-up or dissolution of the Club.

4.2 Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Management Committee (without the member being present) and are agreed with the member on an arm's length basis.

4.3 No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

#### **5. Membership**

##### *5.1 Eligibility for membership*

5.1.1 Persons of either sex are eligible for [full] membership of the Club provided they are at least 18 years old. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.

5.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.1.3 The number of Members is unlimited. The Management Committee may restrict future numbers by a resolution at an AGM or EGM.

##### *5.2 Admission of Members*

5.2.1 Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Every candidate for membership shall be considered by the Management Committee, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club. Should the club be granted a licence to sell intoxicating liquor a person shall not be entitled to any privileges of the Club until two

days have passed since his application for membership was submitted, whether or not he is admitted as a Member before those two days have lapsed

- 5.2.2 Each member agrees as a condition of membership:  
(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 Rules and the Disciplinary Code
- 5.2.3 Rule 5.2.2 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999, For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule 5.2.2, 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.
- 5.2.4 The Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.
- 5.3 *Classes of Members*
- 5.3.1 There shall be the following classes of members for the Club:  
  
Full Member  
Non-Playing Member  
Primary School Junior Member  
Secondary School or Full Time Education Junior Member  
Family Member
- 5.3.2 All Members, except non-playing Members, shall be entitled to receive notice of, attend and vote at general meetings. Non-Playing Members shall not be entitled to vote at general meetings but shall be entitled to all the other privileges of membership other than playing rights (except as a guest of a member on by entering an open tournament on payment of the appropriate fee).
- 5.3.3 A Family member is the first person named on an application form .The benefits of membership, other than voting, may also be extended to any immediate family listed on the form. Immediate family includes spouse or

partner living at the same address together with any children up to the age of 18 of either partner, and any children up to the age of 21 receiving full time education.

All Members shall be subject to these Rules and the Regulations of the club and shall abide by the Rules and Regulations of the LTA and the relevant CLTA, from time to time in force.

#### 5.3.4 *Rules & Etiquette*

- 5.4.1 Courts may be booked up to 2 weeks in advance for the maximum duration of 1 hour for singles and 1.5 hours for doubles. When booking, members should state the names of the people with whom they intend to play. Guests are allowed on payment of the prevailing guest fee to a committee member. Any member named must not make a consecutive booking. All bookings should be from the previous bookings end time or with a gap of at least an hour.
- 5.4.2 Members should wait patiently for a game to finish before venturing onto the court. A player may ask if they can finish a set if they are close to a finish but the player waiting to start is not obliged to grant such a request if the time has expired.

Players leaving should loosen and tie the net and lock the gate unless they have confirmation from members waiting that they have their key and will lock it when they finish.

All items brought onto the court should be removed at close of play, including packaging and bottles.

Members are responsible for ensuring that their guests comply.

#### 5.5 *Subscriptions*

- 5.5.1 The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Management Committee provided that the Management Committee shall use its best endeavours to ensure that the fees set by it do not preclude membership of the Club.

- 5.5.2 The Members shall pay any entrance fee and annual subscription fees set by the Management Committee from time to time.
- 5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.
- 5.5.4 Any Member whose entrance fee or subscription is] more than [three months] in arrears shall be deemed to have resigned his membership of the Club.
- 5.5.5 Crick and West Haddon Tennis agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and othyer persons using the facilities of Crick and West Haddon Tennis will be required, as a condition of election or appointment to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 apples and that the LTA and Crick and West Haddon Tennis can enforce any breach at its option and in its sole discretion.

## **6. Resignation**

A Member may withdraw from membership of the Club on one months clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

## **7. Expulsion**

- 7.1 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the sport or of the Club for him to remain a Member.
- 7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and written details of the complaint made against him.

- 7.3 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to be accompanied by a representative or friend, who may answer complaints made against the member and to cross-examine any witnesses on behalf of the member. The member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.

- [7.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making his representations.]

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

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

The Management Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.]

## **9. The Management Committee**

- 9.1 The Club shall be managed by a Management Committee consisting of:
- (a) [the President;]
  - (b) [the Chairman;]
  - (c) [the [Honorary] Secretary;]
  - (d) [the Honorary Treasurer;]
  - (e) other Members elected annually at the annual general meeting

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- 9.2 The Management Committee shall decide in its discretion how Members may be nominated to be members of the Management Committee and shall notify the Members accordingly. All reasonable efforts will be made to ensure that the committee comprises officers from both Crick and West Haddon.
- 9.3 Any person nominated as a member of the Management Committee must be a Full Member, and as a condition of election or appointment agrees to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and Crick and West Haddon Tennis can enforce any breach at its option and in its sole discretion.
- 9.4 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the next annual general meeting. If there is more than one candidate for any particular vacancy there shall be an election at the annual general meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 9.5 The Management Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the annual general meeting following their re-election or election (as the case may be).
- 9.6 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to 3 further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- [\*9.7 The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.
- 9.8 Retiring members of the Management Committee may be re-elected.

- 9.9 A member of the Management 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) he is, or may be, suffering from mental disorder; or
  - (c) he resigns his office by notice to the Club; or
  - (d) he shall without sufficient reason for more than [three] consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
  - (e) 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 CLTA or the LTA; or
  - (f) he is requested to resign by [all] [not less than two-thirds of] the other Management Committee members acting together.]

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

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 3 meetings each year. The quorum for such meetings shall be 3. The Chairman and the [Honorary] Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The [Honorary] Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.
- 10.2 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Management Committee at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Secretary

shall preside. If there is no 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 Management Committee present may appoint one of their number to be chairman of the meeting.

- 10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.
- 10.4 The Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.
- 10.5 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 10.6.1 The Trustees of the Club shall be appointed from time to time as necessary by the Club in general meeting from among the Members who are willing to be so appointed. A Trustee shall hold office during his life, or until he shall resign by notice in writing given to the Management Committee or until 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.
- 10.6.2 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, for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee the Management 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 in all respects act, in regard to any property of the Club held by them, in

accordance with the directions of the Management Committee; 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 Management Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

- 10.7 The number of Trustees shall not be more than four or less than two.
- 10.8 Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management 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 Management Committee, employee or agent in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Management Committee may give to any member of the Management Committee, employee or agent of the Club 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.
- 10.9 Any member of the Management Committee may participate in a meeting of the Management 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
- 11. Annual general meeting**
- 11.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:
- (a) to receive the Chairman's report of the activities of the Club during

the previous year;

- (b) to receive and consider the accounts of the Club for the previous year, the auditor's report on the accounts and the [Honorary Treasurer's report as to the financial position of the Club;
- (c) to remove and elect the auditor or confirm that he remain in office;
- (d) to elect the [Officers and other members of the Management Committee;
- (e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
- (f) to deal with any other matters which the Management Committee desires to bring before the membership.

11.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Honorary Secretary not less than 14 days before the meeting.

11.3 No period greater than fifteen months shall elapse between one annual general meeting and the next.

## 12. Extraordinary general meetings

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than 4 Full or Family Members stating the purposes for which the meeting is required and the resolutions proposed.

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

13.1 The Honorary Secretary shall send to each Member at his last known email or residential address notice of the date of the general meeting together with the resolutions to be proposed at least [14] days before the meeting.

13.2 The quorum for the annual and extraordinary general meetings shall be 4

Full or Family Members or one-tenth of the membership of the Club

13.3 The Chairman shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present [and entitled to vote] may choose one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Members present [and entitled to vote] may choose one of their number to be chairman of the meeting.

13.4 Each Full and Family Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote

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

13.6 Any Member not being an individual may by resolution of its board of management authorise such person as it thinks fit to act as its representative at 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.

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

## **16. Guests**

- 16.1 Any Member may introduce guests to the Club, 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 Management Committee, provided that no one whose application for membership has been declined or who has been expelled from the Club may be introduced as a guest.
- 16.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 16.1 must advise a member of the management committee and pay the appropriate fee.
- 16.4 No one may be admitted as a guest on more than four occasions in any calendar year.

## **17. Opening of Club premises**

The Club is open in daylight hours on each day or at such other times or for such other periods as the Management Committee shall decide. The Club's facilities shall be available to the Member without discrimination.

## **19. Alteration of the rules**

- 19.1 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 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.

## **20. Regulations and Standing Orders**

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

## **21. Finance**

- 21.1 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 a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by two of the signatories who shall be an officer of the Management Committee. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 21.2 Subject to Rule 25.3, 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.
- 21.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 21.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.
- 21.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditors. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

## **22. Borrowing**

- 22.1 The Management Committee may borrow a maximum total amount of £2000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.
- 22.2 When so borrowing the Management 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.

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

22.4 The Trustees shall, at the discretion of the Management 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 Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

### **23. Property**

23.1 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 Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.

23.2 The Trustees shall be indemnified by the Club and the Management 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 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 Trustee, 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.

### **24. Dissolution**

24.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting. The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

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 be paid to or distributed to the LTA for use in community related tennis initiatives, another community amateur sports club for lawn tennis or to a registered charitable organisation.