

Constitution

Adoption Date
AGM 16 November 2024

1. Name

The Club is called Cringleford Tennis Club ("the Club").

2. Definitions

- 2.1 "the Chair" means the person elected from time to time to be the Chair of the Club in accordance with Rule 8;
- "the NLTA" means Norfolk Lawn Tennis Association;
- "the Honorary Secretary" means the person elected from time to time to be the secretary of the Club in accordance with Rule 8;
- "the Honorary Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 8;
- "the LTA" "LTA" means LTA CLG and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;
- "the Officers" means Chair, Honorary Secretary and Honorary Treasurer
- "the Management Committee" means the committee elected under Rule 8 to manage the Club;
- "the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;
- "the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 9.6.
- "Rules" means the rules of the LTA as in force from time to time
- "Disciplinary Code" means the disciplinary code of the LTA in force from time to time;
- "the Auditor" is the member of the club, approved, annually at the AGM to review the club's financial statements. The Auditor does not have to hold a professional accounting qualification nor a practicing certificate.
- 2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender and vice versa.

3. Objects

3.1 The objects of the Club are:

- (a) to provide tennis, social and other activities for its Members and generally to encourage and facilitate the playing of tennis;
- (b) to provide and maintain Club premises at Oakfields Road Cringleford;
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to affiliate to the NLTA (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the NLTA and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated;
- (e) to acquire, establish, own, operate and turn to account in any way the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (f) 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;
- (g) to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the NLTA (as appropriate) where so required by the Rules and Regulations of the LTA or the NLTA (as the case may be);
- (h) 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

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 non-profit-making body or to the Members on winding-up or dissolution of the Club.

5. Membership

5.1 *Eligibility for membership*

5.1.1 Any person is eligible for full membership of the Club provided they are at least 16 years old. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, sex, occupation, religion, disability or political persuasion.

5.1.2 Persons below the age of 16 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.2 *Admission of Members*

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, in its absolute discretion, decide whether to admit that candidate as a Member.

5.3 *Classes of Members*

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

Full Member (which will include Senior, Student and Honorary Members)

Junior Member (members under the age of 16 on 1st January of the current year)

Only Full Members shall be entitled to receive notice of, attend and vote at general meetings.

Other Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at general meetings.

5.4 *Subscriptions*

5.4.1 The annual subscription for each type of Member shall be determined at the annual general meeting following recommendations by the Management Committee.

5.4.2 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid his first annual subscription.

5.4.3 Any Member whose subscription is more than three months in arrears shall be deemed to have resigned his membership of the Club.

5.4.4 Each member agrees as a condition of membership: to be bound by and subject to these rules (as in force from time to time) and to be bound by and subject to the Rules and the Disciplinary Code.

5.4.5 Rule 5.4.4 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 members do not intend that any term of these rules, apart from rule 5.4.4, 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.

5.4.6 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.

6. *Expulsion*

6.1 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the Club for him to remain a Member.

6.2 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.

6.3 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 answer complaints made against him and to cross-examine any witnesses and must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.

- 6.4 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.

7. 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.

8. The Management Committee

- 8.1 The Club shall be managed by a Management Committee consisting of:
- (a) the Chair;
 - (b) the Honorary Secretary;
 - (c) the Honorary Treasurer;
 - (d) no more than seven other Members elected annually at the annual general meeting.
- 8.2 The Honorary Secretary shall send to the Members each year a nomination form for the election of members of the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be nominated by any two Full Members on the form prescribed by the Management Committee and must be submitted to the Honorary Secretary by such date as the Management Committee shall prescribe each year and must be signed by those Members. No Member may nominate more than one candidate for any one vacancy.
- 8.3 The Officers shall be elected at the first meeting of the Management Committee following the annual general meeting and shall be determined by a simple majority of those present.
- 8.4 Any person nominated as a member of the Management Committee must be a Full Member of not less than 1 years' standing.
- 8.5 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 a simple majority of the Management Committee.
- 8.6 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).
- 8.7 In addition to the members elected or appointed in accordance with this Rule 8, the Management Committee may co-opt 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.

- 8.8 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.
- 8.9 Retiring members of the Management Committee may be re-elected.
- 8.10 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 NLTA or the LTA; or
 - (f) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.
- 8.11 The club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the Rules and 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 the club can enforce any breach at its option and in its sole discretion.

9. Proceedings of the Management Committee

- 9.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 2 meetings each year. The quorum for such meetings shall be 3. The Chair 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.
- 9.2 The Chair shall be the Chair of the Management Committee. Unless he is unwilling to do so, the Chair 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 Chair is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be Chair of the meeting.
- 9.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chair (or the acting Chair of that meeting) shall have a casting or additional vote.
- 9.4 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.

- 9.5 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 persons providing services to the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 9.6 The Management Committee has the power to appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting. The Chair from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chair shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Club or the Committee in good faith be conclusive evidence of the fact so stated.
- 9.7 The number of Trustees shall not be more than three or less than two.
- 9.8 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. Annual general meeting

- 10.1 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 Chair'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 members of the Management Committee;
 - (e) to decide on any resolution which may be submitted in accordance with Rule 10.2 below;
 - (f) to deal with any special matters which the Management Committee desires to bring before the membership.

- 10.2 Notice of any resolution, proposed by Members and signed by not less than four Full Members, to be moved at the annual general meeting shall be given in writing to the Honorary Secretary not less than 28 days before the meeting.
- 10.3 No period greater than fifteen months shall elapse between one annual general meeting and the next.

11. 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 twenty Members stating the purposes for which the meeting is required and the resolutions proposed.

12. Procedures at the annual and extraordinary general meetings

- 12.1 The Honorary Secretary shall send to each Member at the email address with which they are registered on Clubspark notice of the date of the general meeting together with the resolutions to be proposed at least 21 days before the meeting. Notice of the meeting and of the resolutions to be proposed will also be posted on the club website by the same date and Members will be deemed to have received due notification. Postal notification of the date of the meetings and the details of resolutions shall be sent to any Member who expresses this preference on their electronic membership application or renewal form.
- 12.2 The quorum for the annual and extraordinary general meetings shall be three Members.
- 12.3 The Chair 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 Chair of the meeting.
- 12.4 Each Full 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 Chair of the meeting shall have a casting or additional vote.
- 12.5 The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 12.6 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

13. Guests, Coaches and Players

- 13.1 Any Member may introduce guests to the Club, 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.
- 13.2 No one may be admitted as a guest on more than six occasions in any calendar year. A fee will be payable for each occasion to be determined from time to time by the Management Committee.

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

14. 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 two-thirds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

15. 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.

16. Finance

- 16.1 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. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit. The management committee will annually review and decide upon the arrangements to be used within the club for the secure custody and management of the club's funds. These arrangements shall be recorded in the minutes.
- 16.2 Subject to Rule 19.3, 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.
- 16.3 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.
- 16.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.
- 16.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the Auditor. The accounts must be made available to every Member present at the Annual general meeting.

17. Borrowing

- 17.1 The Management Committee may borrow a maximum total amount of £50,000 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.

- 17.2 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.
- 17.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 17.4 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.

18. Property

- 18.1 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.
- 18.2 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.

19. Dissolution

- 19.1 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.
- 19.2 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.
- 19.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be paid to or distributed among the Members equally.