

THE D'ABO TENNIS CLUB CONSTITUTION

1. Name

The Club, is called The D'Abo Tennis Club, West Wrattling ("the Club").

2. Definitions

2.1 "the CLTA" means Cambridgeshire County Lawn Tennis Association;

"the Game" means the game of tennis;

"the Secretary" means the person elected from time to time to be the secretary of the Club in accordance with Rule 9;

"the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;

"the LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the 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, the Channel Islands and the Isle of Man from time to time;

"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"the LTA Rules" means the rules of the LTA as in force from time to time;

"the Management Committee" means the committee appointed under Rule 9 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;

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

(b) to provide and maintain Club premises at the West Wrattling Recreation Ground

(c) to promote, improve, develop and support the interests of tennis;

(d) to offer such other benefits to its members as it shall think fit;

(e) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and

Regulations of the CLTA and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of anybody to which the LTA is registered or affiliated;

- (f) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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);
- (h) to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or to as are otherwise 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. The income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of the Club's objects as set forth in these Rules no portion thereof shall be paid or transferred, directly or indirectly, to the Members 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.

5. Membership

5.1 Eligibility for membership

- 5.1.1 Persons of either sex are eligible for membership of the Club . 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 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, or its representative, which shall, in its absolute discretion, decide whether to admit that candidate as a Member.

5.3 Conditions of membership

5.3.1 Each member (of each class) agrees as a condition of membership:

- (A) to be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time); and
- (B) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

- 5.3.2 Rule 5.3.1 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of 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 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.
- 5.3.3 The Management Committee may subject to Rule 7 terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule.
- 5.3.4 Each member will be given a copy of these rules and the number to the combination lock to the court on payment of the appropriate subscription.

5.4 *Classes of Members*

- 5.4.1 The Management Committee shall from time to time decide on the classes of membership for the Club which is currently:

Family, Individual and Junior (Under 16]
- 5.4.2 Only Family and Individual Members shall be entitled to receive notice of, attend and vote at general meetings. A Junior Member shall be entitled to all the other privileges of membership relevant to this class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

5.5 *Subscriptions*

- 5.5.1 The annual subscription for each type of Member and the fee for guests shall be determined from time to time by the Management Committee.
- 5.5.2 The Members shall pay the annual subscription set by the Management Committee.
- 5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until they have paid their annual subscription.
- 5.5.4 Any Member whose subscription is not paid by such date as the Management Committee shall decide shall be deemed to have resigned his membership of the Club.

6. **Resignation**

A Member will have deemed to have resigned from membership of the Club if he does not renew his annual subscription. 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 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member if it in its sole discretion determines that it would be in the interests of the Game or of the Club to do so.
- 7.2 A Member shall not be expelled unless he is given 7 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 appear before the Management Committee to answer complaints made against him. The member must not be expelled unless a majority 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.

9. The Management Committee

9.1. The Club shall be managed by a Management Committee consisting of:

- (a) the Secretary;
- (b) the Treasurer
- (c) other Members elected annually at the annual general meeting. The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

9.2 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 regulations of the relevant CLTA and the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

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

9.4 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.

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 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 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Management Committee membership. The Management Committee has the right to veto such an election if,

in its opinion, it is not in the best interests of the Club.

10. Proceedings of the Management Committee

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit. The quorum for such meetings shall be 3. The 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 Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.
- 10.2 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Secretary (or the acting Secretary of that meeting) shall have a casting or additional vote.
- 10.3 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.
- 10.4 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.

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 Secretary's and Treasurer's report of the activities of the Club during the previous year;
 - (b) to elect the members of the Management Committee;
 - (c) to decide on any resolution which may be submitted in accordance with Rule 11.2 below;
 - (d) to deal with matters which the Management Committee brings 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 Secretary not less than 28 days before the meeting.
- 11.3 No period greater than 15 months shall elapse between each annual general meeting.

12. Extraordinary general meetings

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 28 days of receipt by the Secretary of a requisition in writing signed by not less than 6 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. 7 days' notice of such meetings will be given to the members of the Club.

13. Procedures at the annual and extraordinary general meetings

- 13.1 The Secretary or Treasurer shall send to each Member at his last known address written notice of the date, time and place of the general meeting together with the resolutions to be proposed at least 7 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.

- 13.2 The quorum for the annual and extraordinary general meetings shall be 4
- 13.3 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 Management Committee.
- 13.4 Members of the Management Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. .
- 13.5 Each 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.
- 13.6 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.
- 13.7 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

14. Guests

- 14.1 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.
- 14.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 14.1 must enter the name and address of the guest together with the name of the introducer in the book on the Club's premises and pay the relevant fee as set by the Management from time to time..
- 14.3 No one may be admitted as a guest on more than three occasions in any one calendar year.

15. Opening of Club premises

The Club is open during daylight hours or at such other times or for such other periods as the Management Committee shall decide.

16. 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 voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

17. 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.

18. Use of Facilities

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 regulations of the relevant CLTA, 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 CLTA can enforce any breach at its option and in its sole discretion.

19. Finance

- 19.1 All money payable to the Club shall be received by the person authorised by the Management Committee to receive such money 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 the Treasurer. Any money not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 19.2 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.
- 19.3 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.
- 19.4 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 19.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 19.6 Full accounts of the financial affairs of the Club shall be prepared each year.

20. Notices

- 20.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Club 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 Club 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 Club by post, it is treated as being received the day after it was posted if 1st class post was used, or 72 hours after it was posted if 2nd class post was used. In proving that any notice or 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 Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of the Members present and voting.
- 21.2 The dissolution shall take effect from the date of the resolution and the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 21.3 Any property remaining after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis or the LTA for use in community related tennis initiatives

22. Booking of a Court

A game of singles may only occupy the court for one hour at a time and a game of doubles for two hours at a time if other members are waiting to play or have booked to play. All games must be booked beforehand in the book provided on the court. Before play starts the names of both players in the case of singles and all four players in the case of doubles and the time of start of play must be entered in the book. All bookings must be on the hour. Any players whose names are not entered in the book shall vacate the court in favour of anyone arriving to play even if the latter's names are not in the book. No booking made more than 4 days in advance is valid and members may only book for one session at a time.

An exception to this rule is coaching (with a qualified coach) which has been pre-arranged for children during school holidays. Coaching should only take place during the week and by consent of the Secretary. If anybody wishes to book the court for coaching further in advance than is normally allowed they should clearly mark the book as "COACHING" to avoid the booking being overtaken by someone booking within the period permitted by the rules. The usual charge for non-members will apply.

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