

FAVERSHAM TENNIS CLUB

RULES

1. Name

The Club, established in 1971, is called Faversham Tennis Club ("the Club").

2. Definitions

"the Chair" means the person elected from time to time to chair meetings of and work with the Management Committee

"the KLTA" means Kent Lawn Tennis Association

"Coaching Session" means any session reserved for professional coaching;

"Club Session" means sessions on Saturday afternoons (1400 hours to 1700 hours), Tuesday evenings (1800 hours to 2000 hours), Wednesday evenings (1800 hours to 2200 hours) and Thursday evenings (1900 hours to 2200 hours) or such other days and times as the Management Committee may from time to time decide;

"the Game" means the game of tennis;

"Off Peak Member's Sessions" means sessions on Tuesday mornings (1000 hours to 1200 hours) and Friday mornings (0930 hours to 1130 hours) or such other days and times as the Management Committee may from time to time decide;

"the Secretary" means the person elected or appointed from time to time to be the secretary of the Club in accordance with Rule 9 or Rule 10;

"the Treasurer" means the person elected or appointed from time to time to be the treasurer of the Club in accordance with Rule 9 or Rule 10;

"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;

"Matches" means competitive matches taking place on Club Premises against teams from other tennis clubs or organisations

"the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;

"Tournaments" means competitions between Members and promotional events involving Members and others; and

"the Trustees" means the persons appointed from time to time to be the trustees of the Club in

accordance with Rule 10.6.

1

2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include all genders and none; 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 the Game;
- (b) to provide and maintain the Club premises at The Recreation Ground, Faversham, Kent;
- (c) to secure the provision of coaching opportunities for Members;
- (d) to promote diversity and inclusivity at the Club in accordance with LTA policies;
- (e) to promote, improve, develop and support the interests of the Game;
- (f) to provide such other benefits to Members as it shall think fit;
- (g) to retain a membership of the KLTA (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 KLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
- (h) to acquire, establish, own, operate and turn to account in any way for the Members' benefit the tennis court facilities of the Club and any addition thereto together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (i) 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;
- (j) 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 KLTA (as appropriate);
- (k) to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs;
- (l) 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. Subject to Rule 22.3, 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 and voting

5.1 Eligibility for membership

- 5.1.1 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 Members below the age of 18 years will not be entitled to hold office or vote at general meetings.
- 5.1.3 The maximum number of Members in different categories shall be determined by the Management Committee from time to time.

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 applicant as a Member.

5.3 Conditions of membership

- 5.3.1 Each member (of each class) agrees as a condition of membership to be bound by and subject to:
- a) these rules and the Club's Code of Conduct as approved by the Management Committee from time to time and published on the Clubhouse noticeboard;
 - b) The rules and regulations of the relevant KLTA (as in force from time to time); and
 - c) 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 Clause 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.

5.4 Categories of Members

- 5.4.1 There shall be the following categories of members for the Club:

Full Member

Off Peak Member

Junior Member

Honorary Member

- 5.4.2 Only Full Members, Off-Peak Members and Honorary Members shall be entitled to receive notice of, attend and vote at general meetings.

5.5 *Subscriptions*

- 5.5.1 Any entrance fee and the annual subscription for each category of Member shall be determined from time to time by the Management Committee.
- 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 applicant 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 (if any) or subscription is more than three months in arrears shall be deemed to have resigned their membership of the Club.
- 5.5.5 Subject to 5.5.6 and 5.5.7 Members are permitted to use the Club Premises and book courts for the purposes of the Game at any time between 0700 hours and 2200 hours
- 5.5.6 Members will not be permitted to book courts for their individual use where there is a prior booking or where a booking would conflict with Coaching Sessions, Club Sessions, Off Peak Member's Sessions, Matches and Tournaments
- 5.5.7 The eligibility of Members to participate in Club Sessions will be decided by the Management Committee acting on the advice of a member of the professional coaching team engaged by the Club from time to time, and where an Off Peak Member is so eligible and wishes to attend Club Sessions he shall pay any additional subscription pro rata until the end of the year in question.
- 5.5.8 The Management Committee may from time to time alter the days and times of Coaching Sessions and Club Sessions

6. **Resignation**

A Member may resign from membership of the Club on one month's written 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 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 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 appear before the Management Committee to answer complaints made against him. 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.
- 7.5 The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's members in general meeting and decided by a majority vote of members present and voting at such meeting.

8. Effect of Resignation or Expulsion

Any person ceasing to be a Member forfeits all right in and claims upon the Club, its property and its funds and will have 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 Members and shall include:

- (a) the Chair;
- (b) the Secretary;
- (c) the Treasurer;
- (d) the Safeguarding Officer;
- (e) the Membership Secretary
- (f) the Fixtures Secretary; and
- (f) no more than 7 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 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 authorise further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.

9.3 Only Full Members, Honorary Members and Off Peak Members of three years' standing shall be eligible to serve as a member of the Management Committee

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 the Chair.

9.5 Subject to Rule 9.6 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).

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 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) in the reasonable opinion of a majority of the other Members of the Management Committee that person has become physically or mentally incapable of acting as a member of the Management Committee and may remain so for more than three months; or
- (d) he resigns his office and/or his Membership by notice to the Club; or
- (e) 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
- (f) 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 KLTA or the LTA; or
- (g) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

9.8 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, provided that there shall not be less than three meeting each year. The quorum for such meetings shall six. The Chairman and Secretary shall have the authority 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 seven days' notice of a meeting.
- 10.2 The Chair shall be the chair of the Management Committee and shall preside at every meeting of the Management Committee at which he is present but 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 Chair 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 Chair (or the acting Chair 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 The Management Committee shall 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.

- 10.7 The number of Trustees shall not be more than four or less than two.
- 10.8 The Members of the Management Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.
- 10.8 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 Chair of the meeting is.

11. Annual general meeting

- 11.1 The annual general meeting of the Club shall be held at such time and place 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 Treasurer's report as to the financial position of the Club;
 - (c) to receive such other reports from members of the Management Committee as the Management Committee shall think fit;
 - (d) to elect the 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 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 Secretary of a requisition in writing signed by not less than one quarter of Members entitled to attend and vote at general meetings stating the purposes for which the meeting is required and the resolutions proposed and shall take place within 56 days of the receipt of such a requisition. 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 21 days commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of 56 days commencing on the date of that requisition and a meeting so called shall take place with 70 days of the date of the requisition.

13. Procedures at the annual and extraordinary general meetings

- 13.1 The Secretary 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 and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 21 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 fifteen Members. No business other than the appointment of the chair of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum. 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.
- 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 chair of the meeting must adjourn it. When adjourning an annual or extraordinary general meeting the chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Management Committee.
- 13.4 Each Member present and entitled vote 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.
- 13.5 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting.
- 13.6 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.7 If the Management Committee consider it to be in the interests of the Club they may make arrangements for Members to vote by proxy.

14. Opening of Club premises

The Club is open between 0700 hours and 2200 hours on each day or at such other times or for such other periods as the Management Committee shall decide.

15. 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 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.

16. 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 orderly management of the Club's activities. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

17. 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 KLTA, 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 KLTA can enforce any breach at its option and in its sole discretion.

18. Finance

- 18.1 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 as authorised by the Management Committee. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 18.2 Subject to Rule 22.3, 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.
- 18.3 Members serving on the Management Committee do so voluntarily and are not entitled to any remuneration but may recover from the Club expenses incurred by them for the benefit of the Club provided that these shall be approved by the Management Committee.
- 18.4 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.
- 18.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 18.6 Full accounts of the financial affairs of the Club shall be prepared each year and the accounts must be made available to every Member when notice concerning the annual general meeting is given.

19. Recommendations, suggestions and complaints

19.1 Any Member having a recommendation, suggestion or complaint relating to the management of the Club or a complaint concerning the conduct of any other Member should notify the Secretary in writing and the matter will be considered at the next meeting of the Management Committee, and if the Management Committee considers the matter to be urgent such as meeting will be arranged as soon as practicable. The Management Committee may nominate one or more of its members to investigate a complaint and make recommendations to the Management Committee about the appropriate action to take as a result of any such investigation

19.2 If a Member has any concern about the welfare of a Member he should notify the Safeguarding Officer immediately or any other member of the Management Committee if the Safeguarding Officer is not available

20. Property

20.1 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.

20.2 The Trustees shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

21. Notices

21.1 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.

21.2 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.

21.3 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 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.

21.4 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.

22. Dissolution

22.1 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.

22.2 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.

22.3 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