

FROME TENNIS CLUB LTD

CLUB RULES 2021

(Approved at 2021 AGM and by Board of Directors at Meeting of 9th March 2021)

1. Name

The Club, established in 1921 is called Frome Tennis Club Ltd, and is referred to as “the Club” throughout these club rules.

2. Definitions

2.1 "the SCLTA" means Somerset County Lawn Tennis Association;

“ClubSpark” means the LTA Club Management System;

“the Game” means the game of tennis;

“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 5 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 3;

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. Membership

3.1 The Articles of Association define all of the Members' rights as members of the company.

3.2 Frome Selwood Tennis Club Ltd is a Company Limited by Guarantee of £1 and therefore each member is a guarantor of the company, with the exception of temporary or guest members.

3.3 *Classes of Membership and Membership Packages*

3.3.1 There shall be the following membership packages and classes of members for the Club:

Adult Full Membership Package (This provides access for one adult to the 3 artificial grass courts and the 3 hard courts, club competitions and events. It also includes full membership for juniors (18 and under) living in the same household).

Adult Weekday Membership Package (Membership for those adults who wish to play on the 3 artificial grass and 3 hard courts on weekdays only up until 6pm. It includes full membership for juniors (18 and under) living in the same household).

Student Membership (Those adults who are engaged in full time study. These members have full access to 3 artificial grass courts and the 3 hard courts and the same membership rights as full adult members so that they can participate in all the activities of the club).

Junior Membership (Juniors are 18 and under). They can attend club nights with the endorsement of the coach. Free Junior Membership is available with any adult membership and to juniors who are in receipt of the Pupil Premium at school).

Social Membership (For those who do not wish to play but would like to enjoy the social life that the club offers).

3.3.2 There shall be the following membership packages available for families:

Family Full Membership Package (The basic full membership package for two adults living together as partners. This package includes their children aged 18 and under).

Family Weekday Membership Package (Membership for those families (couples and their children aged 18 and under) who wish to play on the 3 artificial grass and 3 hard courts on weekdays only up until 6pm).

3.3.3 The Community Season Ticket is a rolling package that provides free use of the community courts for an annual period, in return for a single payment. The Community Season Ticket is not a Membership Category and does not confer membership rights.

3.4 *Subscriptions*

3.4.1 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 ensure that the fees set by it do not preclude open membership, and also do not exceed a maximum of £520 per annum (requirement for Community Amateur Sports Club status).

3.4.2 The Members shall pay annual subscription fees set by the Management Committee from time to time.

3.4.3 No candidate who has been admitted as a Member shall be entitled to the privileges of membership until he has been recorded as a member of the company and paid his first annual subscription.

3.4.4 Any Member whose subscription is not paid by 1st May shall be deemed to have resigned his membership of the Club, unless extenuating circumstances are agreed by the Management Committee.

3.4.5 The subscription year runs from 1st April to 31st March.

3.4.6 For a new Member joining later in the year, the committee will offer a reduced subscription.

3.5 *Concessionary Membership Discount*

3.5.1 The Club will offer a concessionary discount to individuals with low incomes. A reduced subscription may be paid if the applicant or member is:

- (a) Working and in receipt of any benefit, and with a family income of below £22K (Self Declaration)
- (b) A dependent of someone on benefits (Evidence of benefit entitlement may be requested from applicant or member)
- (c) Unemployed and in receipt of a state benefit (Evidence of benefit entitlement may be requested from applicant or member)

3.5.2 In addition, the Management Committee have the discretion to offer a discount for individuals in particular temporary difficulty.

4. Expulsion

- 4.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member only for good and sufficient cause, such as conduct or character likely to bring the Club or the Game into disrepute.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.

5. The Management Committee

- 5.1 The Management Committee may exercise the powers of the Club that are delegated to them from time to time by the Board of Directors. The Directors shall be members of the Management Committee if they are a club member, and may either serve in one of the specified roles in 5.4 or be one of the Management Committee members without a specific role.
- 5.2 The Management Committee shall comprise a minimum of 7 members and a maximum of 11 members (excluding co-opted members).
- 5.3 The purposes of the Management Committee may include, welfare, membership, marketing, communications, tennis competition and league membership, coaching, social events, club facilities management, and club development if delegated by the Board of Directors, or any other function that the Directors delegate.

- 5.4 The Management Committee will have 7 established roles that will be elected each year at the AGM. The established roles are:
- (a) the Chairman
 - (b) the Vice-Chairman
 - (c) the Treasurer
 - (d) the Development and Fundraising Officer
 - (e) the Welfare Officer
 - (f) the Maintenance Officer
 - (g) the Membership Secretary
- 5.5 Each year, the Management Committee will review its composition for the forthcoming year prior to the AGM.
- 5.6 The Management Committee shall determine Role Descriptions for each member of the Management Committee.
- 5.7 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 SCLTA 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.
- 5.8 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.
- 5.9 Each year, prior to the AGM, the Members will be sent a nomination form for the election of members of the Management Committee. Those persons proposed to be nominated as members of the Management Committee must be nominated by any two Full Members on the form prescribed by the Management Committee and must be submitted to the Chairman by such date as the Management Committee shall prescribe each year. Each elected post will require a nomination. No Member may nominate more than one candidate for any one vacancy.
- 5.10 Any person nominated as a member of the Management Committee must be a Club Member.
- 5.11 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.
- 5.12 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).

- 5.13 In addition to the members elected or appointed in accordance with Rule 5.4, the Management Committee may co-opt up to 2 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.
- 5.14 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.
- 5.15 Retiring members of the Management Committee may be re-elected.

6. Proceedings of the Management Committee

- 6.1 The Management Committee are delegated by the Company's Board of Directors to run the Club on a day to day basis.
- 6.2 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 4 meetings each year. The quorum for such meetings shall be 4 Committee Members. The Chairman and Treasurer shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. A minimum of 7 day's notice shall be given to all members of the Management Committee.
- 6.3 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 Vice-Chairman shall preside. If there is no Vice-Chairman 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 acting chairman of the meeting.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.

- 6.8 The Management Committee have delegated authority from the Board of Directors to approve up to a maximum of £500 for an individual item without reference to the Board of Directors, providing that a resolution to do so is formally recorded in the Management Committee Minutes.

7. Guests

- 7.1 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.
- 7.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 7.1 must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises. Visits of non-members to take part in initial complimentary club sessions or for coaching sessions are not required to do this.
- 7.3 No one may be admitted as a guest on more than four occasions in any calendar year.

8. Opening of Club premises

The Club premises is open between 08:00 and 21:30 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.

9. Rules

- 9.1 These Rules may be altered by the Company Directors in accordance with the Articles of Association for 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.
- 9.2 A copy of these rules is to be prominently displayed at all times on the Club's notice board. All members are required and deemed to be conversant with them.

10. Dress Code

Players are permitted to wear coloured tennis / sports clothing.

11. 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 SCLTA, 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 SCLTA can enforce any breach at its option and in its sole discretion.

12. Property and Assets

The property of the Club, and all investments and cash is vested in Frome Tennis Club Ltd

13. Notices

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.

14. Data Protection

- 14.1 The Management Committee may use members' names and contact details for purposes of organising Club events and to share with other members.
- 14.2 Team captains may also contact any Member for the purposes of organizing team matches.
- 14.3 All personal data will be handled in accordance with the Data Protection Act 2018.

15. Injury, Loss of Property etc

- 15.1 Members leaving tennis equipment, clothing or any other personal possessions at the club do so at their own risk and the Club will not be responsible for any loss or damage from this or any other cause.
- 15.2 Members and guests are required to leave their tennis bags, equipment and clothing in the changing areas.

16. Match Fees

It will be the duty of team captains to collect match fees (if levied by the Management Committee) at the prevailing rate agreed by the Management Committee, to cover the cost of balls and courts. These fees must be paid to the Club Treasurer by the Team Captain within 6 weeks of the date of

their team's final match. In the event that the team captain is unable to collect match fees from any Members then he or she should report this to the treasurer within a reasonable time in order that the Management Committee can assess the position.