## GROVE (CHELMSFORD) LAWN TENNIS CLUB CLUB RULES

## Club Name \& Purpose

1. The club shall be called "Grove (Chelmsford) Lawn Tennis Club" (hereinafter called the Club).
2. The purpose of the Club shall be to provide tennis and social facilities for its members.
3. The Club is a not-for-profit company, limited by guarantee and registered with Companies House as "Grove (Chelmsford) Lawn Tennis Club" - registration number: 10947420 (hereinafter called the Company)

## Club Management

Committee Operation \& Administration
4. The club shall be managed by an Executive Committee (hereinafter called the Committee) comprising Officers in the roles of President, , Chair, Vice Chair, Treasurer and Secretary, all of whom are directors of the company. In addition, the Honorary Officers are Membership Secretary - Adults, Match Secretary, Ladies' Captain, Men's Captain and Bar Supervisor, all of whom shall be Full, Five Day or Life Members.
5. The Committee may appoint to roles including Ground Manager, Ball Supervisor, House Manager, Junior Fixture Secretary, Lettings Co-ordinator, Membership Secretary - Juniors, Juniors' Representative, Ladies' Vice Captain, Men's Vice Captain, Social Secretary and Catering Co-ordinator, all of whom shall be Full, Five Day or Life Members. The Committee may also appoint, to such roles as it judges appropriate, up to a maximum of 4 persons who a) are parents of one or more fully paid up Junior or Intermediate Club members, and $b$ ) have an established track record of demonstrating themselves to be reliable helpers at and supporters of Club activities and/or events, and c) are approved, case by case, by decision of the Committee at a Committee meeting duly convened and held.
6. All Committee members mentioned in paragraph 4 above shall be entitled to and shall endeavour to attend all Committee meetings, other attendees shall be by prior agreement with the Chair. Where attendance is not possible, Committee members shall pass their apologies, with a written report in lieu of absence, to either the Chair or Secretary, no later than 3 days prior to the meeting. Six shall form a quorum of the Committee. Each decision of the Committee must be either a unanimous or majority decision. In the event of a tie, the Chair of the meeting shall have the casting vote.

7 The directors, if not Committee members may attend Committee meetings, at their own discretion and without giving prior notice, and shall be entitled to vote.
8. The Committee may appoint, and if necessary, dismiss, a Head Coach. The Club's appointed Head Coach may be invited, or may opt, to attend a committee meeting in order to be involved in the discussion about a particular matter(s) in which they have an interest.
9. A Selection Sub-Committee may comprise the Match Secretary, Ladies' Captain, Ladies Vice Captain, Men's Captain and Men's Vice Captain who shall arrange, supervise and oversee all matters pertaining to Club matches and tournaments. Three shall form a quorum of the Selection Sub-Committee. This sub-committee may delegate responsibilities, as appropriate.
10. Further Sub-Committees may be formed (not necessarily from within the Committee) to assist the Committee, either for a full/part year, or for specified projects as required.
11. The roles and responsibilities of each Committee and Selection Sub-Committee member shall be as specified in the job descriptions supplied separately to these rules.
12. Committee members including directors shall be elected annually at each Annual General Meeting (AGM), shall hold office until conclusion of the next AGM, and shall be eligible for re-election. The Committee may, at its discretion, fill any vacancies arising during its term of
office, and shall also have the power to co-opt. Notices proposing and seconding members for particular offices shall bear the candidate's consent and be sent to the Secretary and Chair no less than 14 calendar days prior to the date of the AGM at which the elections will take place. Where nominations do not provide for the full Committee, the Committee may invite Full, Five Day or Life Members to fill vacancies at the AGM.
13. The Committee shall be responsible for managing and maintaining the Club, and for implementing and enforcing the Club rules. The Committee shall also hold the power, and/or be expected, to: -
(a) decide on any matter affecting the Club, which is not covered by these Club rules,
(b) expel any member whose conduct is considered to be objectionable or detrimental to the interests of the Club or its members,
(c) close any court(s) when it is advisable or necessary.

## Asset Management

14. All the property of the Club shall be vested in the Company. The directors shall deal with the Club's land and buildings as directed from time to time by a resolution passed by not less than $75 \%$ of the Members present and voting thereon at an AGM, or an SGM called for that purpose.
15. Where a resolution is passed by a majority of the Members present and voting thereon at either an AGM or SGM that a financial loan is required for the purposes of the Club, that resolution shall specify the level of funding needed, the lender, the rate of interest payable and the nature of the security against which the loan shall be held. Thereafter, the directors shall be empowered to make any such dispositions of Club property, and enter into such loan agreement, as necessary for giving effect to the resolution.
16. All Club monies shall be held in bank accounts in the name of the Club. The bank accounts are on-line, and the Club uses internet banking for payments. The Treasurer is authorised to make approved payments on-line of up to $£ 5,000$ on his/her sole on-line authorisation with the Chair or Secretary's second on-line authorisation being required for payments in excess of that figure. The said authorised amount may be varied from time to time by due decision of the Committee.
17. The Treasurer's approval shall be required prior to any proposed expenditure by an individual member, on behalf of the Club, prior to the expenditure being incurred. Expenditure exceeding $£ 2500$ requires prior approval by the Committee. The Committee may from time to time preauthorise a Committee member regarding proposed expenditure in respect of agreed Club events or activity under the responsibility of that Committee member, in which case the separate approval of the Treasurer shall not be required for it. Receipts, or other substantial evidence, for all expenditure shall be presented to the Treasurer before reimbursement from Club funds. The said authorised amount may be varied from time to time by due decision of the Committee.

## General Meetings

18. AGMs shall be held in November of each year. Notices of AGMs, specifying the date, time and place of the meeting, shall be given at least 21 days prior to the date of the meeting. An agenda, plus any resolutions upon which voting will take place, shall be sent to all members at least 14 days prior to the date of the meeting. Copies of the Statement of Accounts for the previous 12 months shall either be distributed before or supplied at the meeting. The Chair shall chair the AGM; if they are unable to attend, the Committee shall appoint a substitute prior to the meeting.
19. Except where proposed by the Committee, an SGM shall be called by the Secretary on a requisition signed by 6 or more Club members. Such meeting shall be held within 21 days of the date of receipt by the Secretary and Chair of the requisition. The object for calling the meeting shall be stated on the notice to all members.
20. If a club member wishes for an item to be considered at an AGM, they must submit their

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proposal to the Secretary and Chair at least 14 days prior to the date of the AGM. Written support from at least 6 Club members must accompany the proposal.
21. The nature and purpose of a proposed alteration or addition to the Club rules shall be stated in the notice convening the AGM at which it is to be considered. Except when the alteration or addition is proposed by the Committee, notice thereof shall be given in writing to the Secretary and Chair by at least 6 members of the Club who are entitled to vote, at least 14 days prior to the AGM at which the proposal is to be considered.
22. Full, Five Day, Out of County and Full Time Student Members whose subscriptions have been paid in full for the current Club year, and Life Members, shall be entitled to vote on any matter affecting the Club at AGMs and SGMs, unless the meeting Chair rules that members within other categories may vote also.
23. Voting by proxy shall be permitted only on such specific resolutions as are set out in the notice convening the meeting at which the resolution will be proposed. All proxy votes, which must indicate a vote for or against the resolution, must be submitted in writing to a Full or Life Member of the Club who will be attending the meeting, not less than 48 hours prior to the start of the meeting. The meeting Chair must be informed before the meeting commences of the identity of all proxy votes submitted. Before any voting takes place, the meeting Chair must declare to the members present the identity of all proxy votes to be used. The holder of a proxy vote has discretion as to whether to vote, or abstain from voting, on any amendment to a particular resolution. Meetings may adopt the use of Information Technology, to facilitate the participation of remote members not physically present, only where the Secretary is satisfied beforehand that the meeting will nevertheless be able to be held efficiently, with members able to hear and be heard clearly whether they are present or remote. The decision of the Secretary in this respect shall be final.
24. Ten members entitled to vote shall form a quorum of an AGM or SGM.

## Club Membership

25. There shall be categories of membership as shown below, the conditions for which shall be agreed by the Committee, and displayed in the clubhouse at all times: -
(a) Life Member (Awarded by Committee - entitlements as for Full Member).
(b) Full Member
(c) Five Day (off peak) Member
(d) Restricted Member
(e) Out of County Member (Appears on an electoral register outside of Essex).
(f) Full Time Student / Young Adult Member
(g) One Month Member (Any calendar month, or 30-day period, in any single Club year. Students may join for a maximum of 2 months).
(h) Intermediate Member (Under 18 years of age but eligible to play as a Full Member).
(i) Junior Member (Under 18 years of age).
(j) Social Member
(k) One Day Member (Maximum of 4 visits in any single Club year).
(l) Elite Member (Full County or players with 5.2 (men's) / 6.2 (ladies) ratings (or equivalent ITF World Tennis Number) or higher

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## Club Membership (cont'd)

26. Annual subscriptions, shall be approved at each AGM, or SGM called for that purpose.
27. The Club year commences, and subscriptions are due, on 1st April. The Treasurer must receive existing members' payments within 1 month of the due date (i.e. before 1st May), otherwise the unpaid subscription will be increased by $10 \%$. The Treasurer shall have discretion to agree special payment terms with individual members, at their request, in certain circumstances. (Each case will be assessed on its own merits).
28. Any member who has not paid their subscription in full by $31^{\text {st }}$ May, and who has not agreed special terms, shall be deemed to have resigned from the Club. The Membership Secretary or Treasurer shall advise the person accordingly. Any member who plays tennis after $1^{\text {st }}$ April without paying their subscription, and then resigns from the Club before $31^{\text {st }}$ May, shall be liable to pay $1 / 6$ of the current year's subscription as applicable to their membership category of the previous Club year.
29. A joining fee shall apply where a person joins the club for the first time, or where an existing member has not paid their subscription in full by $31^{\text {st }}$ May without having agreed special terms with the Membership Secretary.
30. Candidates for membership within categories (b) - (f) and (j) social members shall require approval by the Membership Secretary, and (b) - (f) must submit a completed application form together with the appropriate subscription.
31. Where a candidate for membership is of a playing standard that may be considered to require development, the candidate shall be referred to the Club's appointed Head Coach. No application for membership to play tennis shall be refused on the grounds of playing standard before the Club's appointed Head Coach has assessed the applicant's improvement potential, and agreed a course of action with them.
32. Applications for membership from people below 18 years of age shall be considered by the Head Coach or Junior Secretary.
33. The Committee may award life membership to an individual, following the submission of a nomination from a committee member and a vote of those Committee members who are present for the meeting at which a nomination is considered. Each life membership nomination shall be raised at an initial Committee meeting and then outlined in writing which must be received by the Secretary not less than 21 days before the next Committee meeting at which it is to be considered. Each nomination shall be assessed on its own merits, satisfying exceptional grounds such as exemplary loyalty and service to the Club over a period of 25 years or more, with significant or long-standing contributions that are considered to have enhanced the wellbeing and/or development of the Club. A life membership award will neither set nor be based on precedence. The number of Life Members shall not exceed $5 \%$ of the total number of Full Members.
34. A minimum of 48 hours shall elapse between a person submitting their membership application form and using the Club's facilities (including the purchase or consumption of alcohol).
35. Not used

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## Club Membership (cont'd)

36. One Day Members (ODM) may only play tennis at the invitation of an existing member, who themselves must be present on each visiting occasion. The introducing member shall: -
(a) complete the Visitors' Book, and submit the appropriate fee in the Treasurer's box in the clubhouse, on each occasion,
(b) not play with their ODM outside of the restrictions of their own membership category,
(c) be responsible for the conduct of their ODM whilst on the Club's premises, and
(d) not invite an individual ODM to play on more than 4 separate occasions during any single Club year.
37. Members may introduce no more than 2 guests to the Club at any 1 time, and an individual guest may not visit more than 4 times in any single Club year.

## Playing Tennis \& Court Etiquette

38. Games shall be played under the rules of the Lawn Tennis Association.
39. When player numbers exceed 8 for social play, players will be selected in accordance with the playboard. Singles matches or consecutive sets shall only be played, except for league and tournament matches, with the consent of all players present.
40. All playing members shall use the court booking system where a specific court is required for either a tournament or "fixed four" match. Members who have booked a court shall take precedence over others who are playing, or wish to play, on the same court, at the same time as that for which the court has been booked. League matches shall take precedence at all times.
41. Players shall wear appropriate clothing and sports/tennis shoes. Shoes must be such as not to mark or damage the courts.
42. The Club shall supply balls for use on the courts. Players shall take no more than 4 balls on to any 1 court and shall return the balls to the rack in the clubhouse at the end of the day's play. Players shall not remove balls from the Club's premises.
43. Players shall respect the wishes of other players to focus on playing tennis safely and without distraction when on court, and shall not take glass or crockery containers, cigarettes, chewing gum or any music-playing devices onto the courts. Any non-glass drinks containers taken onto the courts shall be removed immediately after play. The use of mobile phones on court is strongly discouraged and they shall be switched off during Club matches.

## Club Premises Certificate

44. The Club is authorised to supply alcohol to Club members and their bona fide guests, for consumption on the Club premises, within times permitted by law. The Committee shall have the discretion to restrict bar opening and closing times within the legal parameters for any reason and shall inform members as to the reasons through a notice displayed in the bar area.
45. No person under 18 years of age shall be sold or supplied alcohol or allowed to consume alcohol on the Club's premises.
46. No person under 18 years of age shall enter the area behind the bar for any purpose.
47. The Club's premises may be hired to individuals or organisations for private functions. It is the responsibility of the Lettings Co-ordinator to ensure that the hirer understands and complies with the Club's "Terms of Hire of Clubhouse" for all lettings.
48. The Committee shall approve any significant or large-scale amendments to drinks' prices prior to their implementation.

## General

49. All members shall observe and adhere to the Club's policies. All Club policies, such as the Equality \& Diversity Policy, are on the Club's website. A copy of our Safeguarding Policy is also displayed on the Club's notice board.
50. In the event that any Club member, employee, volunteer, visitor or visiting team feels that they have suffered discrimination or harassment in any way, or that the Club policies, rules or codes of conduct have been broken, they should follow the Club's complaints procedure. Copies of the Club Complaints Procedure are on the Club's website.
51. Any member or visitor who causes wilful or accidental damage to the Club's property shall either replace the item(s) or repair the damage at their own cost or shall pay the Club in full for any repair or replacement that is necessary to reinstate the property to its former condition.
52. Neither members nor visitors shall smoke within the clubhouse or on the veranda.
53. The Club shall be opened and closed at the Committee's discretion.
54. Children and dogs shall be kept under control whilst on the Club's premises.
55. Any member found to be in breach of any Club rule shall expect to be challenged by a Committee member.
56. A copy of these rules shall be posted on the Club's notice board and Website

## Application of the Club Rules, the LTA's Rules and the LTA's Disciplinary Code

57. 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 LTA's Rules and Disciplinary Code. Members are bound by the Club's Policies including the Complaints policy/Procedure, on the Club's website.
58. Rule 57 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, members do not intend that any term of these rules, apart from rule 57, 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.
59. The 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 rule 57.
60. The Club agrees that each Committee member will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the LTA's Rules and the LTA's 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.

61 The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the Club's facilities will be required, as a condition of such use, to agree to be bound by and subject to these rules, the LTA's Rules and the LTA's 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.

