

Haslemere Lawn Tennis Club Ltd

Constitution of Haslemere Lawn Tennis Club

1. Background and Name

- (a) Haslemere Lawn Tennis Club Ltd (the “Company”) is a company limited by guarantee with registered number 05488541. Its registered office is at Haste Hill House, Haste Hill, Haslemere, GU27 2NW. The Company operates and administers the activity of a lawn tennis club called “Haslemere Lawn Tennis Club” (hereafter called “the Club”) and the Club’s affairs are regulated by this Constitution.
- (b) Playing Members agree to become members of the Company as well as members of the Club in accordance with this Constitution. Playing Members at all times contract with the Company and not the Club or any other entity or individual. Playing Members shall abide by this Constitution as a condition of becoming a Playing Member.

2. Objects and Purpose

- (a) The objects of the Club shall be to promote, run and manage a lawn tennis club for the benefit of playing members of the Club (“Playing Members”) and a Playing Member is deemed to have “Playing Membership”.
- (b) The Club shall also raise funds and invite and receive contributions from any person, persons or organisations whatsoever by way of subscription, donation or otherwise.
- (c) The Club shall operate the lawn tennis courts at Haslemere Recreation Ground, together with other facilities (including bar and social facilities) that may be operated by the Company for the purposes of the Club (“Club Facilities”).
- (d) The purpose of joining the Club is that it provides the beneficiary, a Playing Member, with an opportunity to acquire Playing Membership upon payment of the relevant subscription. Playing Membership will offer the use of Club Facilities for the benefit of the Playing Member.

3. **Playing Membership**

- (a) Playing Membership shall be open to anyone interested in Lawn Tennis regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs but the Committee shall have the power at their discretion to limit the number of Playing Members or decline membership at any time:
 - (i) on a non-discriminatory basis, due to the lack of availability of facilities at the Club; or
 - (ii) on the basis that the applicant's previous conduct is, in their reasonable opinion, likely to bring the Club or Lawn Tennis into disrepute.
- (b) At any meeting of the Playing Members, each Playing Member who is aged 18 years or over shall have one vote.
- (c) Each Playing Member agrees as a condition of membership to be bound by and subject to the rules of the Club and to the Rules and the Disciplinary Code of the LTA as in force from time to time.

This rule confers a benefit to the LTA and, subject to the remaining provision, 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 Playing members do not intend that any term of these rules, apart from the foregoing rule, 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.

- (d) The Club agrees that each member of the 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 Disciplinary Code of the LTA as in force from time to time, 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.
- (e) Playing members shall abide by and be bound by the authority of the Committee and of any Disciplinary Committee established by the Club which may terminate the membership of any Playing Member, or impose any sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in the rules of the Club or in this Clause 3.
- (f) The Club agrees that all unlicensed and unregistered coaches and, so as far as reasonably practical, players and other persons using the facilities of the Club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an

express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

- (g) For the avoidance of doubt, as far as Clause 3 is concerned, the LTA means the LTA and its subsidiaries or such successor entity or entities as become the governing body of the game of lawn tennis from time to time.

4. **Officers**

- (a) (Up to AGM 2013) The following officers (“Officers”) of the Club shall be elected annually at an Annual General Meeting of the Playing Members (“AGM”), namely an Honorary Treasurer and Honorary Secretary and such other officers as are deemed necessary.

- (iii) The Chairman shall be elected at the AGM for a fixed term of 3 years and may be elected for a maximum of two consecutive terms.
 - (iv) Any former Officer who has served a maximum continuous term may only be re-elected to the same post after a break in service of at least one term.

(From AGM 2013 onwards) The Honorary Treasurer, Honorary Secretary and such other Officers as are deemed necessary shall be elected for a fixed term of two years and may be elected to the same post for a maximum of three consecutive terms. Any Officer who changes post, (including to that of a Committee member) may serve in the new post for a maximum of two consecutive terms, each of two years, or each of three years if becoming the Chairman. The date of commencement of election to a new post shall be from the AGM in which the member is formally elected to the new position.

- (i) The Chairman shall be elected at the AGM for a fixed term of 3 years and may be elected for a maximum of two consecutive terms.
 - (v) Any former Officer who has served a maximum continuous term may only be re-elected to the same post after a break in service of at least one term.
- (b) Any three of the Officers from time to time shall be entitled to be directors of the Company in accordance with paragraph 8 of this Constitution.

5. **The Committee**

- (a) The Committee shall be responsible for the management and administration of the Club and shall report to the Board of Directors of the Company. The

Committee shall consist of the Officers and such other persons as the Playing Members shall appoint to the Committee. The Officers and Committee shall have the power to co-opt the Club Coach and such additional Playing Members as they consider necessary from time to time.

- (b) The Committee shall meet as often as necessary and the quorum shall comprise one third of the Committee and at any vote the Chairman shall have a second casting vote in the event of an equality of votes cast.

(Up to AGM 2013) The Officers (excluding the Chairman, see 4(a) above) and the Committee shall be re-elected annually at the AGM.

(From AGM 2013 onwards) 'The Committee members shall be elected for a fixed term of two years and may be elected to the same post for a maximum of three consecutive terms. Any Committee member who changes post, (including to that of an Officer) may serve in the new post for a maximum of two consecutive terms, each of two years, or each of three years if becoming the Chairman. The date of commencement of election to a new post shall be from the AGM in which the member is formally elected to the new position. Any former Committee member who has served a maximum continuous term may be re-elected to the same post after a break in service of at least one term.

- (c) Any proposed item of expenditure in excess of £200 requires the advance approval of 2 Directors, prior to any purchase order or written commitment being issued. Any contract for goods or services that extends over 1 year in duration also requires the approval of 2 Directors.

6. The AGM and other Meetings of Playing Members

- (a) The AGM should be held no later than the end of May in each year to receive the Committee's Report and Accounts of the Club and to elect Officers and persons to sit on the Committee. An AGM shall be convened on not less than twenty-one days' notice to Playing Members. The Committee shall be entitled to itself call other meetings of the Playing Members ("Ordinary Meetings").
- (b) A special general meeting of the Playing Members ("SGM") may be held at any time on request by Playing Members as set out in paragraph 6(c). Ten Playing Members personally present shall constitute a quorum for an AGM, Ordinary Meeting or an SGM, and on any vote the Chairman shall have a second casting vote in the event of an equality of votes cast.
- (c) The Committee shall give at least seven days' written notice to all Playing Members of all Ordinary Meetings. On the written request of not less than ten Playing Members, the Club Secretary shall call a SGM on not less than twenty-one days' notice and at that meeting no business shall be discussed other than shown in the relevant Playing Members' request.

7. Expenses and Administration

- (a) The Committee shall at the date of each AGM set the level of annual subscription for Playing Members for the next following Financial Year.
- (b) The Board of Directors of the Company ("Board") shall, out of the funds of the Club, pay all proper insurances and expenses of administration and management thereof and thereafter the remaining funds shall be applied by the Board (in consultation with the Committee) in furtherance of the purposes of the Club.
- (c) The Board shall open and maintain an account or accounts at a Bank and/or Building Society for all Club funds.
- (d) The financial year of the Club shall run for a period of twelve months from 1st March in each year ("Financial Year").

8. Directors of the Company

The Playing Members shall be entitled to nominate at any time three persons (but not more), provided that the nominees hold positions on the Committee, for appointment to the board of directors of the Company and to dismiss any person currently a director by way of a resolution of a majority of Playing Members present at an AGM, SGM or Ordinary Meeting duly convened. Upon such resolution being passed ("Directors' Resolution") it shall be lodged with the Company Secretary of the Company within 14 days whereupon the Company Secretary will action the same.

9. General

- (a) This Constitution may be amended by a resolution carried by not less than a two-thirds majority of the Playing Members present at either an AGM or SGM provided that not less than twenty-one days' written notice of the proposed resolution was given to all Playing Members prior to such meeting and that a quorum was present.
- (b) Any notice required by the Constitution shall be deemed to be duly given if left by hand or sent by pre-paid post addressed to the address of any Playing Member of the Club as last notified to the Honorary Secretary. A notice can also be sent by way of electronic communication to such electronic address or number notified by a Playing Member to the Honorary Secretary.
- (c) The Club may be dissolved following a resolution carried by not less than a two-thirds majority of Playing Members present at either an AGM or a SGM provided that not less than twenty-one day's written notice of the proposed resolution was given to all Playing Members prior to such meeting and that a quorum was present. Any such resolution for the dissolution of the Club shall have no affect on the activities of the Company.
- (d) The Committee may on behalf of the Club negotiate terms on a reasonable basis to use the tennis courts and any other ancillary facilities for the use of the

Playing Members with any other organisations that have such courts and facilities available.

- (e) Playing Members will not be entitled to vote on any Club matters or otherwise become involved in the management or operation of the Club or Club Facilities, except as otherwise specifically provided in the Constitution. Playing Membership permits the Playing Member to use the Club Facilities in accordance with this Constitution and the Rules of Play as amended from time to time by the Club in its sole and absolute discretion. Playing Membership does not give a Playing Member a vested or prescriptive right or easement to use the Club Facilities.
- (f) All the property used by or held by the Club (save only as set out in paragraph 9(g)) shall be vested solely in the Company and no other person. No personal liability shall attach to any director of the Company or the Officers or the Committee. All Playing Members acknowledge and agree that any right of action under contract or tort which a Playing Member may have regarding the Club or the Club Facilities shall be solely against the Company and no other person.
- (g) No Officer or member of the Committee or other Playing Members has any authority to make any communication or representation on behalf of the Company to any Playing Member which may be relied on by a Playing Member unless issued with the authority of the Board.
- (h) The Company will not accept any liability whatsoever for any injury to a Playing Member occurring on Club Facilities. Playing Members should arrange their own insurance cover for personal injury and other risks.
- (i) Playing Members shall bring personal belongings to the Club Facilities at their own risk.
- (j) Playing Membership is not an investment in the Company or the Club and does not provide the Playing Member with an equity or ownership interest or any other property interest in the Club or the Club Facilities or the Company. A Playing Member only acquires a revocable licence to use the Club Facilities.

10. **Bye Laws and Regulations**

- (a) The Committee shall have power from time to time to make, amend and repeal Rules of Play or other Bye Laws and Regulations as it shall think expedient for the internal management and well being of the Club and the use of Club Facilities.

- (b) All such Rules of Play or other Bye Laws and Regulations shall be binding on Playing Members until amended or repealed by the Committee or by a Resolution of the Playing Members at an AGM, SGM or Ordinary Meeting.
- (c) The Committee shall be the authority within the Club for the interpretation of the Rules of Play or other Bye Laws and Regulations. The decision of the Committee upon any question of interpretation thereof or upon any matter affecting the Club which is not provided for in the Rules of Play or other Bye Laws and Regulations shall be final and binding upon all Playing Members.

11. Payment of Subscriptions

- (a) All annual subscriptions shall be due and payable on 1st March in each year to Haslemere Lawn Tennis Club Ltd, being the first day of each Financial Year.
- (b) If a Playing Member has not paid his or her subscription by 1st April in any year, such Playing Member shall (subject to a contrary decision of the Committee) immediately cease to be a Playing Member of the Club and a member of the Company.
- (c) Playing Members whose application to join the Club is made between 1st October and 28th February in any Financial Year shall pay one half of the relevant annual subscription in respect of that Financial Year.
- (d) Any Playing Member ceasing to be a Playing member of the Club shall automatically cease to be a Member of the Company.

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