



Rules of Hayle Lawn Tennis Club

The Constitution

1. The Club is called Hayle Lawn Tennis Club ('the Club'). The Club is registered with the Lawn Tennis Association ('the LTA'). Please refer to the footnote page 6.
2. The premises of the Club are situated at Tremeadow Terrace, Hayle, TR27 4AF
3. The objectives of the Club are to promote the sport of tennis within the community, providing tennis courts, a clubhouse and ancillary facilities.

Management

4. The affairs of the Club shall be managed by a committee elected at the Annual General Meeting consisting of 15 members ('the Management Committee' or 'Committee').
5. The Annual General Meeting shall be held during November of each year at a date and time to be fixed by the Management Committee.
6. A quorum at an Annual General Meeting shall be 8.
7. The purpose of the Annual General Meeting shall be to:

7.1 Receive from the Management Committee a report of events, statement of accounts, income and expenditure and balance sheet for the year ended, and an estimate of income and expenditure for the coming year.

7.2 Decide upon any resolution that may have been duly submitted to the Meeting. All members are entitled to put forward items to the Annual General Meeting subject to the following timetable:

(i) The date of the Annual General Meeting will be posted on the Notice Board of the Club six weeks before the event.

(ii) The notice will indicate a deadline (three weeks before the Annual General Meeting) for the receipt of agenda items.

(iii) Two weeks before the Annual General Meeting the agenda will be forwarded to all members.

7.3 Elect members of the new Committee, members of the previous Committee having retired but remain eligible for re-election. At this point the President conducts the Annual General Meeting until such time as a Chairman is appointed and subject to the following:

(i) Only members of Hayle Lawn Tennis Club 18 years and over are entitled to vote at the Annual General Meeting and be elected to the Management Committee.

(ii) Any two members who are entitled to vote shall propose and second any candidate or candidates who are entitled to hold office as there are vacancies filled.

(iii) There shall be appointed a Chairman, Honorary Secretary and Honorary Treasurer and other such members of the Committee as are appointed at the Annual General Meeting. All those appointed shall act in all matters in accordance with the directions of the Management Committee of the Club.

8. The position of Club President is a non-executive role and provides continuity outside the function of the Management Committee. The President does not have a vote at Management Committee meetings. A President should initially be elected at an Annual General Meeting, and thereafter continue in office as long as he/she is willing to do so. The Management Committee shall decide at its meeting prior to each Annual General Meeting whether or not to endorse this continuation.
9. The Management Committee shall have the authority to make such byelaws and regulations (though not inconsistent with these rules) as they deem necessary for the good working of the Club. These byelaws and regulations shall be posted in the form of minutes of the Management Committee Meeting on the General Notice Board within a reasonable time of being passed.
10. In the event of a vacancy on the Committee, the Committee shall have the authority to elect any member of the Club to fill the vacancy.
11. The proceedings of the Management Committee shall not be invalidated as a consequence of there being fewer than the prescribed number of 15.
12. At Committee Meetings 5 shall form a quorum.
13. The Honorary Secretary/Meeting Secretary must take minutes of all proceedings of the Committee, and these minutes must be filed in chronological order and open to the inspection of any member of the Club upon application to the Honorary Secretary/Meeting Secretary.
14. The Management Committee shall have the authority, as it considers necessary or expedient, to appoint and disband sub-committees from among its members and may depute or refer to them any of its powers and duties.
15. The sub-committees must periodically report their proceedings to the Management Committee and must conduct their business in accordance with the directions of that Committee.
16. The Management Committee may summon a General Meeting of the Club on production of a written request to that effect, signed by any ten members, the date and time of such a meeting being determined by the urgency of the business to be discussed. The Honorary Secretary must post notice of the General Meeting and of the business to be transacted to the General Notice Board at least 7 days before the meeting. No business may be brought forward at a General Meeting other than that of which notice has been given.
17. At any General Meeting, the Chairman, Vice-chairman or in their absence any member selected by the meeting, must take the chair and any member of the Club aged 18 years and over and present shall be entitled to one vote upon every proposal.
18. There shall be four trustees whose names will be lodged with the relevant authorities as required by law. The trustees are required to deal with the property in the best interests of the club members.
19. The Financial year of the Club shall end on 30th September in each year.

20. Borrowing

20.1 The Management Committee may borrow a maximum total amount of **£30,000** from the Lawn Tennis Association on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.

20.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of, or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club.

20.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

20.4 The Trustees shall, at the discretion of the Management Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

21. Indemnity

21.1 The Trustees shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such Trustee in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his or their duties. The Management Committee may give to any Trustee, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

21.2 Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management Committee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the Management Committee, employee or agent in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Management Committee may give to any member of the Management Committee, employee or agent of the Club who has incurred or may be about to incur any liability at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

Membership

22. Membership of the Club shall be open to anyone on application regardless of ability, disability, sex, age, ethnicity, nationality, sexual orientation or religion. The Club may have different classes of membership on a non-discriminatory and fair basis. The Club may, on a fair and non-discriminatory basis, impose a restriction on certain categories of membership from time to time due to the limitation of available facilities.
23. Membership of the Club is further categorised as:
 - (i) Honorary Life Members (by vote at the Annual General Meeting on the recommendation of the Committee. No membership subscription is required).
 - (ii) Honorary Members (on appointment on an annual basis by the Committee. No membership subscription is required).
 - (iii) Senior Members (18 and over).
 - (iv) Student Members (those 18 and over and in full time education on 1st April).
 - (v) Junior Members (those aged 11-18 on 1st April).
 - (vi) Mini Members (those under 11 on 1st April)
 - (vi) Country Member (resident outside Cornwall for at least 7 months of the year).
 - (vii) Social Members (those who enjoy the rights and privileges of the Clubhouse, grounds and ancillary social facilities but are denied the use of the courts. This category is not eligible for free LTA Membership).
24. The subscription fees for each category of membership shall be decided at the Annual General Meeting on the recommendation of the Management Committee and shall be subsequently published on the General Notice Board.
25. Subscriptions for all members shall cover a period of 12 months from April in each year.
26. Notice of renewal shall be made to members approximately one month before the subscription expires, together with a copy of the Club's byelaws and regulations or a recommendation to view those byelaws and regulations on the Club's website. On payment of the subscription the member agrees to abide by the rules, byelaws and regulations in force at that time.
27. All annual subscriptions (except as provided by rule 21) must be paid by 1st April in each year.

Expulsion

28. If at any time the Management Committee is of the opinion that the interests of the Club so require, it may, by letter, invite any member to resign from the Club within a time specified in the letter.
29. If the member does not resign, the question of expulsion must be submitted to a General Meeting to be held within 2 weeks after the date specified in the letter as the date before which the member was invited to resign.
30. The member whose expulsion is sought must be given notice of the meeting and of the grounds on which it is sought to expel him or her at least one week before the meeting.
31. At the meeting the member must be allowed to offer, either verbally or in writing, an explanation or defence to the matters contained in the letter.
32. If two-thirds of the members present and entitled to vote at the meeting vote for expulsion, the member immediately ceases to be a member.

33. The voting on a question of expulsion must be by ballot if not less than 5 members present and entitled to vote so demand.
34. The committee may exclude the member from the Clubhouse and Club grounds until the General Meeting has been held.
35. Any person ceasing to be a member forfeits all rights to, and claim upon, the Club, its property and its funds, and has no right to the return of any part of his or her subscription.

The Clubhouse, Grounds and Courts

36. Every member may introduce visitors subject to the regulations or byelaws made from time to time by the Management Committee.

General Rules of the Constitution

37. These rules may be added to, altered or revoked by a majority comprising of at least two thirds of the members present at the General Meeting and entitled to vote.
38. The Management Committee may from time to time make, repeal and amend byelaws and regulations it thinks expedient for the internal management and well being of the Club.
39. Byelaws and regulations may not be inconsistent with these rules.
All byelaws and regulations are binding on the members until repealed by the Management Committee or set aside by a resolution of a General Meeting of the Club.
40. Any notice that these rules require to be given or sent to a member is deemed to have been duly given or sent on the next working day after it is posted if sent by prepaid post to the address of the member appearing in the Club records.
41. If the number of members of the Club, at any time, falls below 15 in number, or, if at any General Meeting a resolution for the dissolution of the Club is passed by a majority of the members present and entitled to vote, and if that resolution is confirmed by a resolution passed by a majority of two-thirds of the members present and entitled to vote at a General Meeting held not less than one month after that meeting at which not less than one-half of the members entitled to vote are present, the Committee must immediately or at such future date as is specified in the resolution proceed to realise the property of the Club, and after the discharge of all liabilities, give all the remaining proceeds to St. Julia's Hospice, Hayle. Charity Number 22 22 89.

Footnote:**The LTA has requested the incorporation of Proforma G Registered Places to Play:****1. Defined Terms**

In the rules, unless the context requires otherwise:

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

"LTA means LTA CLG and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;

"Member" means a member of Hayle Lawn tennis Club:

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

2. Conditions of membership and those using Hayle Lawn Tennis Club as a place to play:

2.1 Each member and those using Hayle Lawn Tennis Club as a place to play agrees as a condition:

(A) to be bound by and subject to these rules as in force from time to time;

(B) to be bound and subject to the "Rules" and "Disciplinary Code".

2.2 Rule 2.1 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 . For the avoidance of doubt, the members do not intend that any term of these rules apart from rule .1 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.

2.3 The Management 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 this rule.

3. The Management Committee

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

4. Coaches and Players

Hayle Lawn Tennis Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of Hayle Lawn Tennis Club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts(Rights of Third Parties) Act 1999 applies and that the LTA and Hayle Lawn Tennis Club can enforce any breach at its option and in its sole discretion.

Dated:

This document was updated by approval of the Annual General Meeting on 16th November 2022