



Horley Lawn Tennis Club

Operating Rules

1. Introduction and Purpose

1.1 These Operating Rules (“Rules”) specify aspects of the management and operation of Horley Lawn Tennis Club which are not already specified in the Articles of Association (of Horley Lawn Tennis Club LLC, Company Number 8277089) (referred to in this document as “the Articles” or “AA”), themselves governed by Charity Commission rules as applicable to Horley Lawn Tennis Club (registered Charity Number 1150481).

1.2 These Rules and the Articles shall be permanently displayed in the Clubhouse.

1.3 As specified in the AA (Art. 7) these Rules are made by, and can be changed by, the Committee whose members constitute the Officers of the Club, the Directors of the Company, and the Trustees of the Charity. *Club members may challenge these rules including through processes laid out in the Articles.*

2. Background

2.1 Horley Lawn Tennis Club (“HLTC”, “the Club”) was established in 1894 to provide facilities for its members to enjoy the playing of lawn tennis in Horley, and to carry on any social activities ancillary thereto. In November 2012 it incorporated as a Limited Liability Company (Company Number 8277089) and in January 2013 it became a Registered Charity (Charity Number 1150481).

2.2 As a charity its objects are:

2.2.1 For the benefit of the inhabitants of Horley and the surrounding area:

2.2.1.1 to promote the amateur sport of lawn tennis;

2.2.1.2 to promote community participation in healthy recreation, in particular by the provision of facilities for the learning, teaching and playing of lawn tennis; and

2.2.1.3 to promote the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interest of social welfare and with the object of improving the condition of life of the said inhabitants

2.3 HLTC is managed by a Committee comprising the elected Officers of the Club (see 11.1 (c)) who are also the Directors of HLTC LLC and the Trustees of HLTC the registered charity.

3. Precedence

3.1 In any case of conflict between these Rules and the Articles, the Articles shall take precedence.

4. Policies

4.1 The Club has adopted the following policies some of which govern how the Club shall be managed. Where required, members, guests and visitors to HLTC shall abide by them. The policies shall be regarded as an integral part of these Rules.

- Volunteer Recruitment and Retention policy
- Safeguarding policy
- Code of Practice for Working with Young People
- Photography and Filming of Children and Young People policy
- Diversity and Inclusion policy
- Accident and Emergency Guidance
- Maintenance policy (including Sinking Fund policy)
- Complaints policy
- Feedback policy
- Smoking policy
- Anti-bullying policy
- Code of Conduct for Members and Users
- Risk Assessment policy
- Environmental policy
- Financial policy
- Data Protection Policy

4.2 The current version of each policy is recorded in the HLTC Policies and Procedures list, and each shall be displayed within the Clubhouse.

5. Membership Year

5.1 The Membership Year shall commence on the date of joining or re-joining (but subject to Rule 9.4) and thereafter on the anniversary of that date.

5.2 For existing members on 31st March 2023 the date of joining or re-joining shall be 1st April except where a member does not re-join before 1st July 2023.

5.3 If any member, after a break in membership of at least 3 months, subsequently joins or re-joins Rule 5.1 shall apply.

5.4 Any member who has not paid their membership fee either in full or is up-to-date according to an agreed instalments plan within 1 month of it becoming due, shall be deemed to have resigned as a member and shall not use HLTC or its facilities for any purpose.

5.5 In the period between a membership fee becoming due and the member paying it a member shall be unable to book courts, or play in Club tournaments, or represent HLTC in inter-club matches.

6. Financial Year

6.1 The Club's financial year shall be from 1st April to 31st March.

7. Membership Categories

7.1 Every member shall be entered into any one of the following categories of

membership as defined below:

Category	Definition and restrictions
Adult Member	Player aged 18 or over and not in full-time education. No restrictions on times of play (other than 'Junior Night'). Attendance at Club play sessions depends on playing ability. May participate in all Club Adult tournaments.
Offpeak Member	Player aged 18 or over playing Monday – Friday 9.00 am – 6.00pm, or until 4.30pm on Fridays when Junior Session require the courts, Saturdays after 5pm and Sundays after 1pm. May not participate in major Club tournaments (eg Summer and Winter) but may participate in Bank Holiday and other tournaments. <i>This category is available only to those who were Offpeak members on 31st March 2023 and renew from 1st April 2023.</i>
Senior member	Adult aged 65 or older on date of joining/re-joining. Playing times as Adult member
Adult Under 23 member	Aged Under 23 on date of joining/re-joining and not in full time education. Playing times as Adult member
Student Member	Aged under 23 on date of joining and in full time education. Play times as Adult member
Junior Member	Aged under 18 on date of joining. Can play at any time except during Club play sessions or official Club tournaments (but can play in junior tournaments). At the discretion of the Committee may be invited to become an Upgraded Junior able to participate in Club play sessions and all adult tournaments.
Upgraded Junior Member	A Junior member aged under 18 on date of upgrade invited to 'upgrade' by the Committee. Invitation subject to coach's recommendation on tennis-playing ability and Committee approval. Playing times as Adult member
Non-playing Membership	Does not use the Club for tennis play.
Parents of Junior(s)	Players who have at least one child as a Junior Member but who are not members in their own right. May only play with their child(ren) and outside Club play sessions, or any Club tournaments but may participate with their child(ren) in the Adult/Junior tournament.

7.2 Note that at the discretion of the Committee all categories of playing membership may use otherwise unused courts during Club play sessions but Club play participants shall always take precedence (except that Off-peak members may only play on Mondays to Fridays inclusive plus Saturdays after 5pm and Sundays after 1pm, and Parent of Junior Members may play only with their child(ren)).

8. New Joiner Discount

8.1 Where a discounted membership fee is offered to new joiners this shall not apply to anyone who has previously been a member of the Club in any membership category.

9. Conditions of Club Membership

9.1 Each member (of each category of membership) agrees as a condition of

membership:

- (A) to be bound by and subject to these rules and the rules and regulations of the Surrey County Lawn Tennis Association (as in force from time to time); and
- (B) to be bound by and subject to the LTA Rules and LTA Disciplinary Code.

9.2 Rule 9.1 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 these Rules, apart from Rule 9, shall not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person or body who is not a party to these Rules. For the further avoidance of doubt the rights of the LTA under the Contracts (Rights of Third Parties) Act 1999 shall extend only to the administration of discipline and no rights shall accrue in respect of the operation or management of HLTC.

9.3 The Committee may, subject to Rule 9.2 and the Club's Complaints policy, 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 these Rules. The Committee may, at its sole discretion and following a written complaint made and processed in accordance with the Club's Complaints policy, apply the sanctions allowed by that policy.

9.4 No person shall be admitted to membership, or be admitted as a candidate for membership, or any of the privileges of membership without an interval of at least two days between their nomination or application for membership and their admission.

10. Visitors

10.1 Non-members may visit the Club as a guest of a member. A fee is payable (except for visitors not playing) and the introducing member is responsible for paying it and recording the date and visitor(s)' name(s) in the Visitors' Book. No playing visitor living within an 8-mile radius of the Club may be introduced more than 3 times in any rolling one-year period.

11. Annual General Meeting (AGM) (see also AA Art 11.10 and 11.11)

11.1 The Committee shall call an Annual General Meeting within 6 months of the end of the Club's financial year. Its purposes shall be:

- a) To receive reports from the Chairman and Captains on the previous year's activities, including those in furtherance of the Charity's objectives
- b) To receive the Treasurers' report, accounts and balance sheet as at the end of the financial year
- c) To elect the Officers of the Club to serve as the Committee until the next AGM. *Candidates may be nominated and seconded for more than one post but once successful all further nominations shall fall. The Officers shall be elected in the following order:*

*Chairman
Hon Secretary
Hon Treasurer
Mens Captain
Ladies Captain
Membership Secretary*

Social Representative
Junior Representative

Nominations shall close at midnight on the day before the AGM unless there are posts for which there are no nominations, which shall remain open up to the point of election in the AGM itself.

As an Officer is also a Trustee of the Charity, candidates must comply with the requirements of the AA Art. 5.

- d) To confer on any individual (with his or her consent) the honorary title of President or Vice-President
- e) To appoint an independent examiner for the Charity (see AA Art.11.11.5)
- f) To transact any other business in accordance with an Agenda to be posted on the Club notice board and website not less than 7 days in advance of the meeting.

11.2 As required by AA Art. 11.2 the Committee shall provide at least 14 and at most 28 clear days' notice of the AGM, which shall be by display of a notice in the Clubhouse and by notice on the Club's website. *Where possible notice shall also be sent to members by electronic mail (but it is incumbent on members to ensure that the Club has a current e-mail address and has given authority to the Club to use it).*

12. Extraordinary General Meetings (EGM)

12.1 An EGM may be called by the Committee or by one or more Club members as specified in Art. 11 of the AA.

13. Proxy Attendance and Voting

13.1 The Companies Act requires that members are able to attend and/or vote in General Meetings, including the AGM, by proxy, but only if the appointment of a proxy is made in writing to the Club up to 48 hours before the start of the General Meeting. *Written notice of proxy appointments, which may include the Chair, and which may include directions on how the proxy shall vote, should be addressed to the Club Secretary.*

14. President and Vice-Presidents

14.1 President and Vice-President are honorary titles whose holders have no direct or executive role in the management of the Club. There is no rule requiring there to be any such appointments.

14.2 There can be only one President whose appointment shall be approved by the members in General Meeting, and who remains in office until he or she resigns, or dies, or is removed from office by a resolution of members passed in General Meeting.

14.3 There can be any number of Vice Presidents whose appointments shall be approved by the members in General Meeting, and each of whom shall remain in office until he or she resigns, or dies, or is removed from office by a resolution of members passed in General Meeting.

15. Court and Playing Rules

15.1 The Rules of play shall be those of the Lawn Tennis Association.

15.2 No one shall play on or use the courts unless wearing recognisable tennis clothing. Footwear shall have non-marking soles.

15.3 The courts shall be available for play daily from 8.30am until 10.15pm.

15.4 Times of 'Club play' and other sessions shall be as defined in the Tennis Programme displayed in the Clubhouse or the Club's website.

15.5 All Courts shall be reserved for use by Juniors on Fridays as "Junior Night" when in operation, which may be throughout the year, at times determined by the Committee and advertised on the Club notice boards and website. Other members may use unused courts during these times at the sole discretion of the person running the Junior Night.

15.6 During 'Club Play' sessions no singles play shall be allowed while members are waiting to play, except during Club official tournaments. The Committee may limit the number of singles tournament matches allowed simultaneously during Club Play.

15.7 In Club Play, matches comprise a maximum of one set; a set in play must finish when one side has won 6 games, with a regulation tie break played to determine the outcome if the sides reach 5 games all. In Club official tournaments the competition rules shall determine the number of games required to determine the outcome. The Committee may limit the number of doubles tournament matches allowed simultaneously during Club Play.

15.8 In non-Club Play sessions official HLTC Club teams shall take precedence over choice of courts, and other players shall, if required, concede at the end of the current game.

15.9 During Club Play the Club coach may use one court for individual coaching irrespective of whether or not the person being coached is a member of HLTC.

15.10 The coaching team has priority use of a number of courts at various times, as agreed with the Committee, which shall be displayed on the Coaching noticeboard in the Clubhouse and on the HLTC website. The coach running the session may release courts not required for coaching, for general or club play, at his/her sole discretion.

16. Court Booking

16.1 Courts may be reserved, using the LTA Clubspark court booking module:

- by Club member(s) playing with other Club member(s) and/or one or more guests (for each of whom a visitor fee will be due)
- for inter-Club matches played on behalf of the Club ('Official Matches' ie Club-entered teams in Surrey, Dorking & Leatherhead or Weald leagues)
- by the HLTC Head and other coaches for coaching programmes agreed with the HLTC Committee
- by HLTC administrators to reserve courts for Club Play, Junior Night and other HLTC events

16.2 In the event of conflict between these Rules and separately published Court Booking Rules the latter shall take precedence.

16.3 Courts may not be reserved by members during Club play sessions or Junior night,

nor may courts required by the coach for agreed coaching programmes be reserved (see 15.10). Courts reserved in advance of Club play or junior night or coaching shall be immediately conceded when required for Club play, or Junior night, or by a coach for an agreed coaching programme. A Court may be reserved only up to one week ahead of the date upon which it is required (bookings for Club Play sessions, coaching and inter-Club matches may be made further in advance).

16.4 Members and/or guests shall, subject to the Court Booking Rules, concede a court they may be using when required by a member who has already booked that court, and at the start-time of their booking (but see the Court Booking Rules if the latter member is late for their booking).

16.5 At the discretion of the Committee court bookings may be taken from non-members, for which a fee shall be payable; this fee shall be determined by the Committee on a case-by-case basis. Such bookings may be made at any time in advance. An HLTC administrator shall enter such bookings into the court booking system. Club members shall concede courts when required for these bookings at the end of the current game.

16.6 Matches played on behalf of the Club ('Official Matches' ie Club-entered teams in Surrey, Dorking & Leatherhead or Weald leagues) shall take precedence for the choice of court over other matches including reserved courts (members displaced from reserved courts may then take over other courts for which reservations have not been made).

16.7 Only by exception, and with the prior agreement of the Committee, shall Official Matches be arranged that require use of Courts during Club play or Junior night.

16.8 Privately-arranged matches, even if part of a recognised (including LTA sponsored) competition, shall not, without prior agreement of the Committee, be arranged to take place during Club play or Junior sessions and shall not otherwise than in compliance with the rules regarding court bookings assume any prior rights or precedence over use of courts. HLTC players taking part in such competitions shall pay the standard visitor fee for each non-member participating in any such match.

17. Bar Operation

17.1 The Committee may appoint one or more persons, none of whom shall be aged under 18 years, to constitute a Bar Committee to manage the bar, which shall be empowered to manage the purchase and sale of intoxicating liquor on behalf of the Club to members.

17.2 Alcoholic beverages shall not be served to or on behalf of persons under the age of 18 years.

17.3 The Committee shall have the power to fix the permitted hours in accordance with the licence granted under the Licensing Act from time to time in force. The hours shall be displayed in the Clubhouse near the bar.

17.4 Intoxicating liquor shall not be supplied to members, guests or visitors except as allowed by the licence granted under the Licensing Act from time to time in force, nor on the premises otherwise than by or on behalf of the Club. No arrangements shall be made for any person to receive at the expense of the Club any commission, percentage or similar payment for or with reference to purchases of intoxicating liquor by the Club or for any person directly or indirectly to derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to members, visitors or guests apart from any

benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise or contributing to a general gain from the carrying on of the Club.

18. Application of Club Funds

18.1 The Club is a non-profit making organisation. Subject to Rule 19.1 the income and property of the Club shall be applied solely towards promoting the Club's objects as set out in these Rules and the AA and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

18.2 Nothing in this Rule shall prevent the Club from entering into an agreement with a member (other than an Officer of the Club) for the supply by him or her to the Club of goods or services or for his or her employment by the Club, provided that such arrangements are approved in advance by the Committee (without the member being present) and are agreed with the member on an arm's length basis. AA Art.8 governs the supply of goods and services by, and payments to, Officers of the Club (who are also Trustees of the Charity).

18.3 No Club member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

19. Dissolution

19.1 A resolution to dissolve the Club shall be proposed only as a Special Resolution (see AA Art 11.8) and voted on at an Extraordinary General Meeting. The dissolution shall take effect from the date of the EGM passing such a resolution and the Officers of the Club shall be responsible for the winding-up of the assets and liabilities of the Club. Any property remaining after winding-up or dissolution of the Club after the discharge of its debts and liabilities shall not be paid to or distributed to the members of the Club but shall be applied as directed in AA Art.17, ie:

by transfer to one or more other bodies established for exclusively charitable purposes, in consultation with the LTA, within the same or similar to the Club's charitable Objects; or

directly for Objects or for charitable purposes which are within or similar to the Club's charitable Objects; or

in such other manner consistent with the charitable status as the Charity Commission of England and Wales approves in writing in advance.

20. Use of HLTC Facilities by other organisations

20.1 HLTC intends that its facilities can be used by other local, community-based organisations. The Committee shall engage with such bodies to arrange mutually convenient access times for both parties which shall not usually exclude such use concurrently with tennis play.

Definitions

Articles of Association of Horley Lawn Tennis Club llc, Company No 8277089	“AA”
The Charity Commission of England and Wales or its successor	“Charity Commission”
Member	A person who has been admitted to Membership of Horley Lawn Tennis Club and who has paid his or her membership fee either wholly or in part according to an agreed payment-by-instalments plan
Horley Lawn Tennis Club	“HLTC”
The Lawn Tennis Association Limited	“LTA” or “Lawn Tennis Association”
The Surrey Lawn Tennis Association	“Surrey LTA”

Certificate

These Rules were adopted at Version 6.3 by HLTC ex-Committee as will be evidenced in the Approved Record of the Committee meeting on 5th July 2023.