

Kinross Tennis Club Constitution



1. Defined Terms

- 1.1 The name of the Club/Registered place to play shall be the Kinross Tennis Club
- 1.2 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 [The Lawn Tennis Association Ltd] 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 the Kinross Tennis Club;

“Rules” means the rules of the LTA as in force from time to time;

2. Aims

The aim of the Club shall be to provide facilities for, and to encourage the playing of tennis by all persons without discrimination in the Kinross area.

3. Membership

3.1 Types of Membership (Note: Where age is applied this relates to age of individuals at time of membership renewal).

The membership of the Club shall consist of adult, family, student, junior, mini and parent members. All members are subject to the Constitution and Rules of the Club. The Diversity and Inclusion policy of the Club aims for full inclusivity - all are welcome to join.

- a) Adult Members – any adult age 19 and over on membership renewal at 1st of April.
- b) Family Members – 2 adults and up to 4 children who are members of the same family. (Children up to age 18 on 1st of April).
- c) Student Members – any person age 19 and over on 1st of April who is in full time education and who is not working and can produce a student card as evidence of status.
- d) Junior Members – any person who is 11 to 18 years of age (inclusive).
- e) Mini Members – any person who is 10 years of age or under.
- f) Parent (not a full member) - for parents wishing only to play with their child who is a member. Child must be aged 18 or under.

3.2 Conditions of Membership

3.2.1 Each member agrees as a condition of membership:

- (A) to be bound by and subject to the rules and Constitution of the Kinross Tennis Club (as in force from time to time);
- (B) to be bound by and subject to the Rules and the Disciplinary Code¹.

Members should be aware of the Complaints Policy in force at the Club, which allows for members to raise their concerns with the management committee.

3.2.2 [Rule 3.2.1] confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to provide third party rights to and to be enforceable by the LTA at its option and in its sole discretion. No amendment, variation, or revocation may be made to the terms of rule [3.2.1] without the prior written consent of the LTA. The identity of each member shall be notified to the LTA by Kinross Tennis Club in accordance with the LTA's directions from time to time. Such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third-party rights referred to above in respect of the period both before and after such intimation. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule [3.2.1], should be enforceable by any person who is not a party to this agreement.

3.2.3 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.

4. Management

- a) Committee - The office bearers of the club shall be the President, Secretary and Treasurer. The club shall be managed by a committee of members consisting of the 3 Office Bearers, 3 Committee Members and a Welfare Officer, all of whom shall be elected at the Annual General Meeting. The Coach is an integral part of the Committee but is unelected and not required to be part of the quorum.
- b) Term of Office - The office bearers and committee members shall hold office for one year from the AGM until the following AGM, when all posts shall fall vacant, although retiring members shall be eligible for re-election
- c) Quorum - At all meetings of the Committee, four members shall constitute a quorum.
- d) Independent Examiner - There shall also be elected at the Annual General Meeting an Independent Examiner.
- e) Duties - The Committee shall manage the Club's funds, property, grounds and facilities in a manner which befits the club and its paying members, and with regard to any Management Agreement which may be in place with Perth & Kinross Council

¹ This means that each member of the Kinross Tennis Club agrees to be bound by the LTA's Rules and Disciplinary Code.

and King George V Playing Fields Management Committee. The Committee shall have the power to make, alter and revoke club rules, which shall however, form a subject for discussion at the Annual General Meeting. The Committee shall also have the power to appoint Sub-Committees for any purpose and to delegate powers to such Sub-Committees. The Committee shall also have the power to fill any vacancies in its membership that may occur during the year. The committee must not commit the Club to expenditure greater than the bank balance at that time without permission obtained from the members at a Special General Meeting.

4.1 Management Committee - Adherence to Rules & Disciplinary Code

The Kinross 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 the Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon the LTA; (ii) the agreement creates third party rights in the LTA's favour; (iii) both or one of the LTA and/or Kinross Tennis Club can enforce any breach at its/their option and in its/their sole discretion²; (iv) the agreement may not be varied, amended or revoked without the prior written consent of the LTA; and (v) the identity of each member of the Management Committee shall be notified to the LTA by the Kinross Tennis Club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

4.2. Number of Meetings - the Management Committee shall meet no less than 4 times a year.

5. Office Bearer Roles

- a) President – The President shall occupy the chair at all meetings of the club and of the Committee. In the absence of the President, the meeting shall select its own Chairman. The Chairman at all meetings shall have a casting as well as a deliberate vote. The President shall prepare an Annual Report and submit the report to the Annual General Meeting.
- b) Secretary – The Secretary shall give notice of all meetings of the Club and Committee and record the Minutes of all the proceedings taking place, and of all the resolutions made thereat. The Secretary shall conduct the correspondence of, and receive all communications addressed to the Club; shall be responsible for the custody of books and records other than those relating to finance, in particular.
- c) Treasurer – The Treasurer shall collect the subscriptions of members, pay and keep record of all the accounts to the Club, and submit a statement of the financial affairs of the Club at the AGM. The accounts and books shall have been inspected by an Independent Examiner. The Bank Account shall be kept in the Club's name and operated by 2 out of 3 authorised signatories, one being the Treasurer, the

² This means that the members of the club's/registered place to play's Management Committee need to agree to comply with the LTA's Rules and Disciplinary Code.

others being office bearers or committee members. The Treasurer should form a list of all members of the Club.

6. Annual General Meeting

- a) The AGM of the Club shall be held in November each year. Members shall receive not less than seven days notice of such meetings.
- b) The quorum should consist of one-quarter of the adult membership.
- c) The following business shall be conducted at the AGM:
 1. Receive and confirm minutes of the previous AGM
 2. President's Report
 3. Secretary's Report
 4. Presentation of the club's financial accounts for the year
 5. Election of Office Bearers and Committee
 6. Any other business brought before the meeting

7. Extraordinary General Meeting

An EGM may be called by the Committee if they feel that any matter of Club business put forward by them or to them by a Club member, should be discussed by the Club. Ample notice stating the object of the meeting shall be given.

8. Amendment of Constitution

The Constitution may be only altered at a General Meeting of the Club called for that purpose. Any motion for the amendments of the Constitution must have a majority of two-thirds of the members present to be successful.

9. Health and Safety

Facilities and equipment will be regularly checked and inspected, any damaged items will be repaired or replaced.

A First Aid kit is available in the Clubhouse.

10. Finance & Subscriptions

- a) The club shall be a social not-for-profit club.
- b) The club will raise funds as required in order to maintain facilities, procure new equipment and to meet the running costs of the Club. No surplus assets or cash will be distributed to members or any 3rd parties.
- c) The subscriptions for each class of member shall be determined at the AGM for the ensuing season, by agreement of the members present.
- d) Subscriptions are annual and shall become due for payment at the start of the tennis season, namely 1st April.

11. Safeguarding

- a) The club will operate a Safeguarding Policy within the guidelines of the LTA.
- b) The club will require all members to adopt and abide by this Safeguarding Policy and the associated procedures.
- c) A Welfare Officer will hold office as a member of the committee to ensure compliance with the Safeguarding Policy.

12. Application of Rules and Disciplinary Code to Coaches & Players

The Kinross Tennis Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Kinross 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 the Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon the LTA; (ii) the agreement creates third party rights in the LTA's favour; (iii) both or one of the LTA and/or Kinross Tennis Club can enforce any breach at its/their option and in its/their sole discretion; (iv) the agreement may not be varied, amended or revoked without the prior written consent of the LTA³; and (v) the identity of each person to whom such agreement relates shall be notified to the LTA by the Kinross Tennis Club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

13. Equipment and Club Property

All equipment and facilities will be inspected and maintained or replaced if required. Should any property of the Club be damaged by any member or members, and should such damage occur through fault or negligence, the expense of repairs and the value of such damage shall be borne by such member or members.

14. Coaching

The club will provide a suitably qualified (recognized by LTA) coach. Coaching is available to all members.

15. Insurance

The club is fully insured for Public Liability and Buildings and Contents cover.

16. Legal Proceedings

The Club shall have full power and authority in all questions between it and any of its members or any third party, to sue and be sued in the name of the President, Secretary and Treasurer thereof for the time being, and no member of the Club, or any other party, shall, in any action, or suit raised against or by the Club, be entitled to object to or impugn such instance, and every person who shall hereafter become a member of the Club shall be held to have agreed to this rule, and to have waived any objection competent to him there-against, or to the sufficiency of such instance.

³ This means that each club/registered place to play is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code.

17. Dissolution of the Club

- a) Any resolution to dissolve the club may be passed at any General Meeting provided that:
 - i) the terms of the proposed resolution are received by the Secretary at least 42 days before the meeting at which the resolution is to be brought forward, and that:
 - ii) at least 28 days of the proposed resolution shall be given in writing by the secretary to all members and that:
 - iii) such a resolution shall receive the assent of two thirds of those present and entitled to vote and that:
 - iv) such a resolution shall provide for the disposal of the assets of the club after the outstanding liabilities have been discharged.
- b) Upon dissolution of the club, after all the Club and Trustee liabilities have been cleared, all remaining financial and material assets shall be given or transferred to local Community Amateur Sporting Association Clubs or charities, as determined by the meeting.