

These Rules complement the Articles of Association of Leatherhead Tennis Club Limited (LTCL) which cover the governance of the Club including items such as the appointment and powers of directors, the liabilities of club members, membership and termination of membership, procedures at AGMs and dissolution of the Club.

These Rules are not all-embracing as other documents cover procedures, policies and practices relating to health and safety (e.g. Health and Safety Policy; 'Stay fit, play safe, have fun'), security (e.g. 'key conditions'), availability of courts (e.g. playing schedules and booking procedures) or other matters as advised by notice, email or the website.

## **1. Classes of Membership**

a) There shall be the following classes of members:

- Honorary Member
- Full Member
- Young Adult Member
- Student Member
- Temporary Member
- Junior Member
- Social Member
- Mini Tennis Member
- Mini Tennis Parent Member
- Adult to play with Junior Member

The Directors may propose changes to the playing rights/privileges of these different categories of membership which are voted on by the Annual General Meeting and described in these Rules. New classes of membership, or cessation of the above classes of membership, may be proposed and voted upon at the Annual General Meeting and are not precluded by these Rules.

- b) Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. The other Members shall be entitled to the privileges of their membership class other than the right to receive notice of, attend and vote at general meetings.
- c) Persons of either sex are eligible for membership of the Club provided they are at least 18 years old. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
- d) Persons below the age of 18 may be accepted as Junior Members without the right to hold office or vote at general meetings.

## **2. Rights and Privileges of Membership**

- a) *Full Members:* have use of the clubhouse and tennis courts at all times, except as otherwise directed by the Club Committee. They have the right to vote at general meetings and to hold office, if elected.
- b) *Young Adult Members:* are age 25 or under on April 1 of the relevant membership year and do not qualify for Student Membership. They shall have the privileges of Full Members.
- c) *Student Members:* are over age 18 and under age 25 and in full time education on April 1 of the relevant membership year. They shall have the privileges of Full Members with the exception of voting rights.
- d) *Temporary Members:* are individuals moving into the area for a short period of time. They have the use of the clubhouse and tennis courts during their period of membership, except as otherwise directed by the committee. They have no right to vote or hold office or to take part in any tournament, except by invitation of the Club Committee.
- e) *Junior Members:* are under age 18 on April 1 of the relevant membership year. They are admitted at the discretion of the Club Committee and have the use of the courts at times determined by the Club Committee and noted in the clubhouse and/or on the website. They may not book courts after 7pm Monday to Thursday or before noon on Sunday mornings, but may have the use of them when not booked by adult members. Use of the clubhouse facilities are based on the applicable 'key conditions'. Junior members have no right to vote at general meetings or to hold office.
- f) *Social Members:* social membership shall be available to former playing members, spouses / partners and others who wish to be associated with activities arranged by the club. Social members are eligible to attend social functions and may represent the club in non-tennis competitions. They shall not have voting rights at AGM but may hold office, if elected. Social members may play tennis up to four times per year, without introduction by a playing member, on payment of the visitor's fee.
- g) *Honorary Members:* may be elected at General Meeting, for example to recognise individuals who have provided great service to the club and who are retiring from regular play or moving away from the area. Nominations for honorary membership must be proposed and seconded and forwarded to the Secretary not later than 28 days before the meeting at which the nomination is to be decided. They shall not have voting rights at AGM but may hold office, if elected.
- h) *Adults to play with Junior Member:* have the right to play tennis with their own junior member/s only, within the times permitted to Juniors. They shall not have voting rights at AGM but may hold office, if elected.
- i) *Mini Tennis Members:* must be under age 10 on the 1<sup>st</sup> April in the year they join or renew their membership. Court usage is only with mini tennis balls and times of play are restricted to before 6pm Monday to Friday. Normal junior or adult balls may not be used

by Mini Tennis players or their parents. Mini tennis members have no right to vote at general meetings or to hold office.

- j) *Mini Tennis Parent Members:* have the right to play mini tennis with their own children, who must be mini tennis members. Court usage is only with mini tennis balls and times of play are restricted to before 6pm Monday to Friday. Normal junior or adult balls may not be used by Mini Tennis players or their parents. They shall not have voting rights at general meetings but may hold office, if elected.

### **3. Subscriptions**

- a) The entrance fee and annual subscription for each type of Member shall be determined from time to time by the full members at the Annual General Meeting provided that the Directors shall use their endeavours to ensure that the fees set by it do not preclude open membership of the Club. For all classes of membership, except Student and Temporary Members, the subscription covers the period determined by the Directors and approved by a General Meeting.
- b) The Members shall pay any entrance fee and annual subscription fees set by the Annual General Meeting from time to time.
- c) No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.
- d) Any Member whose entrance fee or subscription is more than two months in arrears shall be deemed to have resigned his membership of the Club.

### **4. Use of Clubhouse and Grounds and Permitted Hours**

- a) Members and guests must take good care of the clubhouse and grounds. They must comply with the conditions relating to the issue of keys and ensure that club property is kept secure, especially when they are the last to leave. Parents and guardians must follow the Junior Access Policy.
- b) Members and guests are not permitted to stay in the Clubhouse beyond normal hours or overnight. Dogs are not permitted in the Clubhouse or grounds at any time.
- c) The Club is available for play between 8.00 and 22.00 on each day or at such other times or for such other periods as the Club Committee shall decide within the terms of the club's lease and planning consents. The Club's facilities shall be available to adult Members without discrimination.
- d) The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate. The permitted hours for the use of the floodlights are 16.00 – 22.00 hours or as amended by the local authority.
- e) The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, 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 regulations of the relevant

CLTA, the LTA Rules and the LTA 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 CLTA can enforce any breach at its option and in its sole discretion.

## **5. Health and Safety**

- a) The club is strongly committed to promoting the well-being and safety of its members and other players and therefore develops, maintains and follows various policies and codes of practice, for example: Health and Safety Policy, Code of Practice for Parents and Guardians, Code of Practice for Young People.
- b) Club members have a duty to take reasonable care of their own health and safety and that of others who may be affected by what they do; to co-operate with the club on health and safety issues; to correctly use all equipment provided by the club; to not interfere with or misuse anything provided for their health, safety or welfare.
- c) The Club operates a Risk Assessment Policy to reduce the risk of accident, injury or other loss occurring on the Club's premises to members of all ages. Notwithstanding this, and in consideration of being permitted to use the Club's facilities, all Members agree to indemnify and hold harmless the Club in respect of any accident, injury or loss arising other than as a result of negligence.

## **6. Guests**

- a) Any Member may introduce guests to the Club, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Club Committee, provided that no one whose application for membership has been declined or who has been expelled from the Club may be introduced as a guest.
- b) The Member introducing a guest must enter the name of the guest together with the name of the introducer in a book which must be kept on the Club's premises.
- c) No member may introduce more than three guests at any one time and no one may be admitted as a guest on more than six occasions in any calendar year.

## **7. The Club Committee**

- a) The Directors of Leatherhead Tennis Club Limited have delegated the day-to-day running of the Club to a Club Committee, consisting of:
  - the Chairman, the Secretary, the Treasurer and any other directors of LTCL (Ex-officio and elected in accordance with the Articles of Association)
  - other members who are elected as Club Committee members at the Annual General Meeting.

There will be not more than eleven members in total.

- b) The members of the Club Committee may exercise the powers of the Club delegated to them by the directors for the purposes of the day-to-day running of the Club. In the event of disagreement between the Club Committee and the Board of Directors, the decisions of the Board of Directors - as the body legally responsible for the running of club – must take precedence.
- c) Each member of the Club Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he is a fit and proper person prior to being elected.
- d) Each member of the Club Committee is required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the rules and regulations of the relevant CLTA and the LTA rules and the LTA 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.
- e) The members of the Club Committee may delegate any of the powers that are conferred on them by these rules such person, or sub-committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Club Committee specify, any such delegation may authorize further delegation of member's powers. The members of the Club Committee may revoke any delegation or alter its terms and conditions.
- f) The Club Committee shall decide in its discretion how Members may be nominated to be members of the Management Committee and shall notify the Members accordingly.
- g) Any person nominated as a member of the Club Committee must be a member from an adult membership category.
- h) Members of the Club Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, remain in office until they or their successors are re-elected or elected (as the case may be) at the annual general meeting following their re-election or election (as the case may be).
- i) If there is only one candidate nominated to fill any particular Club Committee vacancy and that candidate has the support of the Club Committee, that candidate shall be declared elected unopposed for that particular vacancy at the next annual general meeting. If there is more than one candidate for any particular vacancy, or that candidate does not have the support of the Club Committee, there shall be an election at the annual general meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- j) A member of the Club Committee shall be deemed to have vacated office if:
  - he resigns his office by notice to the club; or

- he shall without sufficient reason for more than three consecutive meetings of the Club Committee have been absent without permission of the Club Committee and the Club Committee resolves that his office be vacated; or
  - he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the CLTA or the LTA; or
  - he is requested to resign by not less than two-thirds of the other Club Committee members acting together.
- k) The Club Committee may fill any vacancy that may occur and shall have the power to co-opt up to three members on a temporary basis. Members appointed to fill a vacancy or co-opted to the committee shall retire at the next Annual General Meeting but shall be eligible for election.
- l) Any person accepting election or nomination to the Club Committee who has any financial interest in the game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Club Committee. The Club Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

## **8 Proceedings of the Management Committee**

- a) Club Committee meetings shall be held as often as the Club Committee thinks fit provided that there shall not be less than three meetings each year. The quorum for such meetings shall be five. The Chairman and the Secretary shall have discretion to call emergency meetings of the Club Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Club Committee not less than seven days' notice of a meeting. Minutes / records of decisions shall be taken and retained for an appropriate time.
- b) The Chairman shall be the chairman of the Club Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Club Committee at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the members of the Club Committee present may appoint one of their number to be chairman of the meeting.
- c) Decisions of the Club Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.
- d) The Club Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Club Committee as the Club Committee may determine. All sub-committees shall periodically report their proceedings to the Club Committee and shall conduct their business in accordance with the directions of the Club Committee. Provisions for the operation of any bar sub-committee are covered by Section 14.
- e) The Club Committee shall be responsible for the day-to-day running of the Club, as delegated by the Directors, shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.

- f) Every member of the Club Committee, employee or agent of the Club shall be indemnified by the Club and the Club Committee shall pay all costs, losses and expenses which any such member of the Club Committee, Trustee, 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 Club Committee, Trustee, employee or agent in accordance with the instructions of the Club Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Club Committee may give to any member of the Club Committee, Trustee, 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. This clause does not authorise any indemnity which would be prohibited or rendered void by any provision of The Companies Act 2006 or by any other provision of law.

## **9. Annual General Meetings and other Meetings**

The provisions covering AGMs and other meetings are set out in the Articles of Association.

## **10. Purchase and supply of liquor**

- a) Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Club Committee or a sub-committee of not less than four Members being Members over the age of 18 and appointed for that purpose by the Club Committee.
- b) If any member of the sub-committee for any reason ceases to be a Member, he automatically ceases to be a member of the sub-committee, and another member of the Club Committee must be appointed in his place.
- c) The Club Committee or sub-committee must not in any way be restricted in freedom of purchase.
- d) No one may at any time receive at the expense of the Club or any Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.
- e) No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members 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 to or contributing to a general gain from the carrying on of the Club.
- f) In accordance with the Club Premises Certificate issued under the Licensing Act 2003 and any successor legislation, nothing in any of the Articles of Association or the Rules shall permit admission of any person to any form of membership of the Club until at least a period of two days has elapsed between their application for membership and their admission.

## **11. Application of surplus funds, finances and borrowing**

- a) The Club is a non-profit making organisation. Subject to Article 48 (Dissolution), the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part

thereof shall be paid by way of bonus, dividend or profit or transferred, directly or indirectly to any Member.

- b) Nothing in Clause 10.a shall prevent the Club from entering into an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Club Committee (without the member being present) and are agreed with the member on an arm's length basis.
- c) No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.
- d) All moneys payable to the Club shall be received by the persons authorised by the Club Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by two of the Directors. Any moneys not required for immediate use may be invested as the Club Committee in its discretion thinks fit. Cheques drawn on a deposit account shall be signed by two Directors.
- e) The Board of Directors shall have power to authorise the payment of remuneration and expenses to any officer, member of the Club Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- f) The financial transactions of the Club shall be recorded by the Treasurer in such manner as the Board of Directors thinks fit.
- g) Full accounts of the financial affairs of the Club shall be prepared each year. A report on these accounts shall be prepared by an independent person. The accounts must be made available to every Member when notice concerning the annual general meeting is given.
- h) The Board of Directors may borrow a maximum total amount of £10,000 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.
- i) When so borrowing, the Board of Directors shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (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) the grant of such security must be approved by the Club's voting members at a general meeting.
- j) The Club Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

## **12. Alteration of Rules**

- a) These Rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the



Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

- b) When the club has a license to supply intoxicating liquor, as soon as possible and in any case within 28 days after the making of any alteration or addition to these rules the Secretary must give written notice of the alteration or addition to the proper Licensing Authority and any other bodies required by the terms of the license.

### **13. Regulations and Club Practices**

- a) The Club Committee shall have power to make, repeal and amend such regulations and club operating practices as it may from time to time consider necessary for the well-being of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club. Such regulations and practices any repeals or amendments to them shall have effect until set aside by the Club Committee.
- b) Eligibility for the Wimbledon draw is as determined by the Club Committee under guidance from the LTA/British Tennis.

### **14. Priority and Revision History**

- a) Interpretation of all the above Rules must be consistent with the statutory requirements for CASCs (which means Community Amateur Sports Clubs as first provided for by the Finance Act 2002).
- b) The Articles of Association take precedence in the event of any conflict with these Rules.
- c) Recognising the precedence of the Articles, these Rules were derived from the Constitution of Leatherhead Lawn Tennis Club as adopted and amended in March and June 2011 and the Club's Regulations effective those dates. They were made available to members for review in August 2017 and took effect following the incorporation of the club as Leatherhead Tennis Club Limited. They will be formally voted on by the Membership at the 2018 AGM.

## **January 2021**