

MARLBOROUGH TENNIS CLUB

The RULES

1. Name

The Club is called Marlborough Tennis Club ("the Club").

2. Definitions

- 2.1 "the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 9;
- "the CLTA" means Wiltshire County Lawn Tennis Association;
- "the Secretary" means the person elected from time to time to be the secretary of the Club in accordance with Rule 9;
- "the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;
- "the LTA" means the Lawn Tennis Association Ltd, Company Registration No 07459469, 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;
- "the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time.
- "the LTA Rules" means the rules of the LTA as in force from time to time;
- "the Management Committee" means the committee appointed under Rule 9 to manage the Club;
- "the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;
- "the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.
- "he" means he or she
- 2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

3. Objects

The objects of the Club are:

- (a) principally to provide facilities for tennis and to promote, encourage and facilitate the playing of tennis in the area of Marlborough and District and amongst the community;
- (b) to provide and maintain Club facilities and club-owned tennis equipment for the use of its members or to hire courts where appropriate from Marlborough College, St Johns School and Community College or other venues agreed by the Management Committee;
- (c) to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, and other benefits related to both tennis and the supporting social activities;
- (d) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- (e) to affiliate to the CLTA (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the CLTA and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated;
- (f) to acquire, establish, own, operate and turn to account in any way the tennis facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (g) to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (h) to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate) where so required by the Rules and Regulations of the LTA) or the CLTA (as the case may be);
- (i) to make donations or offer support to tennis clubs which are registered charities or registered community amateur sports clubs;
- (j) to make donations or offer support to schools in the Marlborough area in order to promote the playing of tennis
- (k) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Application of Surplus Funds

- 4.1 The Club is a non-profit making organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects as stated in Rule 3. No surplus on winding up or dissolution of the Club will be distributed other than to a registered community amateur sports club for tennis, to the LTA for use in community related tennis initiatives, or to a registered charity, or to a registered community amateur sports club for a sport other than tennis.
- 4.2 Nothing in Clause 4.1 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 Management Committee (without the member being present) and are agreed with the member at not more than on an arm's length basis for the goods or service provided.

5. Membership

5.1 Eligibility for membership

- 5.1.1 Persons of either sex are eligible for full 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.
- 5.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office, or vote at general meetings.
- 5.1.3 The committee may limit the number of Members due to available facilities.

5.2 Admission of Members

Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Every candidate for membership shall be considered by the Management Committee, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club which shall, in its absolute discretion, decide whether to admit that candidate as a Member.

5.3 Classes of Members

There shall be the following classes of members for the Club:

Adult Member

Student Member

Junior Member

Family Member

Other members – as classified by the committee from time to time.

All Members aged 18 and over are Full Members. Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. The other Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at general meetings.

5.4 Fees

- 5.4.1 The entrance fee and annual membership fee for each type of Member shall be determined from time to time by the Management Committee provided that the Management Committee shall use its best endeavours to ensure that the fees set by it are reasonable and affordable and do not by themselves prevent members of the Community from joining the Club on the basis of cost.
- 5.4.2 The Members shall pay any entrance fee and annual membership fees set by the Management Committee from time to time.
- 5.4.3 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 membership fee.
- 5.4.4 The annual membership fee is due on 1 April each year.
- 5.4.5 Any Member whose entrance fee or annual membership fee is not paid by the final date as decided by the Management Committee each year shall be deemed to have resigned his membership of the Club. The final date set by the Management Committee shall not be less than 3 months after the due date.
- 5.4.6 A Member who is deemed to have resigned can only rejoin by paying the applicable entrance fee and annual membership fee.

5.5 Appeal against refusal of membership

- 5.5.1 A person who has been refused Membership by the Management Committee may appeal against that refusal by writing an appeal letter to the Secretary. The appeal letter is to be received by the Secretary within 30 days of the date of the letter of refusal issued by the Management Committee. The letter of refusal by the Management Committee will be posted by first class post to the address given by the person in their application form. On receipt of an appeal letter the Secretary will then ask 3 Members, each of whom has been a Member for more than 5 years, is aged 18 or over, and none of which have been involved in the initial decision, to act as an Appeal Panel. The Secretary will provide a copy to the Appeal Panel of all the information that was available to the Management Committee concerning the membership refusal. The Appeal Panel may seek additional information or assurances from the person appealing. The decision by the Appeal Panel is final, may be conditional, and will be made within 15 days of the date the 3rd member of the Appeal Panel accepted appointment to the Appeal Panel.

5.6 Conditions of Membership

- 5.6.1 Each member agrees as a condition of membership:
- a) to be bound by and subject to these Rules (as in force from time to time)
 - b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.
- 5.6.2 Rule 5.6.1 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, the Members do not intend that any term

of these Rules, apart from Rule 5.6.1, 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.

- 5.6.3 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.

6. Resignation

A Member may withdraw from membership of the Club on giving notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

7. Expulsion

- 7.1 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the sport or of the Club for him to remain a Member.

- 7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and given written details of the complaint made against him.

- 7.3 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to be accompanied by a representative or friend, who may answer complaints made against the Member and to cross-examine any witnesses on behalf of the Member. The Member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.

- 7.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making his representations.

7.5 *Appeal against expulsion from membership*

A person who has been expelled from Membership by the Management Committee may appeal against that expulsion by writing an appeal letter to the Secretary. The appeal letter is to be received by the Secretary within 30 days of the date of the letter of expulsion issued by the Management Committee. The letter of expulsion by the Management Committee will be posted by first class post to the address given by the person in their latest annual application form. On receipt of an appeal letter the Secretary will then ask 3 Members, each of whom has been a Member for more than 5 years, is aged 18 and over, and none of which have been involved in the initial decision, to act as an Appeal Panel. The Secretary will provide a copy to the Appeal Panel of all the information that was available to the Management Committee concerning the membership expulsion. The Appeal Panel may seek additional information or assurances from the person appealing. The decision by the Appeal Panel is final, may be conditional, and will be made within 15 days of the date the 3rd member of the Appeal Panel accepted appointment to the Appeal Panel.

8. Effect of Resignation or Expulsion

Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and has no right to the return of any part of the fees paid. The Management Committee may refund an appropriate part of a resigning Member's fees if it considers it appropriate taking account of all the circumstances.

9. The Management Committee

9.1 The Club shall be managed by a Management Committee consisting of:

- (a) the Chairman;
- (b) the Secretary;
- (c) the Treasurer;
- (d) the Head or Main Coach (if appointed)
- (e) no more than 6 other Members

9.2 All members of the Management Committee shall be elected annually at the Annual General Meeting except for the Head or Main Coach. The Head or Main Coach shall be appointed by the Management Committee on a fixed term contract of not more than one year on terms to be decided by the Management Committee. At the end of the fixed term contract the Management Committee can decide whether to reappoint, or seek a replacement Head or Main Coach, but only on a fixed term contract of not more than one year and on terms to be decided by the Management Committee.

9.3 If there is only one candidate nominated to fill any particular vacancy, 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 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.

9.4 The Management Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members 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).

9.5 In addition to the Members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to 5 further Members who shall serve until the next annual general meeting. Co-opted Members shall be entitled to vote at the meetings of the Management Committee.

9.6 The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.

9.7 Retiring members of the Management Committee may be re-elected.

9.8 A member of the Management Committee shall be deemed to have vacated office if:

- (a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (b) he is, or may be, suffering from mental disorder; or
 - (c) he resigns his office by notice to the Club; or
 - (d) he shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
 - (e) 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
 - (f) he is requested to resign by not less than 75% of the Management Committee members.
- 9.9 If the position of Chairman, Secretary or Treasurer becomes vacant between Annual General Meetings then the Management Committee may appoint a replacement who will serve until the next Annual General Meeting.
- 9.10 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 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.

10. Proceedings of the Management Committee

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 4 meetings each year. The quorum for such meetings shall be 4. The Chairman and the Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Management Committee not less than 5 days' notice of a meeting unless they otherwise agree to shorter notice.
- 10.2 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Management 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 Management Committee present may appoint one of their number to be chairman of the meeting.
- 10.3 Decisions of the Management 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.
- 10.4 The Management 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 Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.

- 10.5 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 10.6 All property of the Club, including land and fixtures and fittings and financial investments, shall be held by the Marlborough Tennis Club Trust (the "Trust"), the purpose of which is to provide ownership of Club assets in the name of the Trust rather than in the names of private individual Management Committee Members on behalf of the Club. Trustees will be provisionally appointed by the Management Committee and confirmed by election at the next AGM. The Management Committee shall take lawful and practicable steps to procure the vesting of all Club property into the name of the Trustees as soon as is practicable and reasonable. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Management Committee. The Trustees shall hold office in accordance with Rule 24.
- 10.7 Every member of the Management Committee, employee, Trustee 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, Trustee 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, Trustee 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, Trustee 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.
- 10.8 Any member of the Management Committee may participate in a meeting of the Management Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.
- 10.9 The Secretary or other Committee member present at each Committee Meeting will record the matters discussed and decisions made at that meeting. The minutes of each meeting will be circulated to all Committee members within two weeks after the date of the meeting and will be confirmed and evidenced as an accurate record of that meeting by signature of the Chairman at the next meeting. The Chairman will not sign the minutes as an accurate record of a meeting unless a 75% majority of the Committee members attending the subsequent meeting agree that it is so. If there is a disagreement then the minutes will be amended, if that can be agreed, and then signed. If an amendment can not be agreed then the item of disagreement will be noted by the Chairman underneath his signature and the detail of the disagreement will be recorded in the minutes of the meeting at which the disagreement was raised. The matter of disagreement should then be discussed further at that meeting and a simple majority decision be taken as to how to move forward concerning the matter of discussion.

11. Annual general meeting

- 11.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:
- (a) to receive the Chairman's report of the activities of the Club during the previous year;
 - (b) to receive and consider the accounts of the Club for the previous year and the Treasurer's report as to the financial position of the Club;
 - (d) to elect the Officers and other members of the Management Committee;
 - (e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
 - (f) to deal with any special matters which the Management Committee desires to bring before the membership;
 - (g) to elect such Trustees as may be required
- 11.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Secretary not less than 7 days before the meeting.
- 11.3 No period greater than eighteen months shall elapse between one annual general meeting and the next.

12. Extraordinary General Meetings

- 12.1 An Extraordinary General Meeting may be called at any time by the Management Committee giving no less than 14 days notice to the members.
- 12.2 An EGM can be called by submission to the Secretary in writing, signed by not less than 15 Members, stating the purposes for which the meeting is required and the resolutions proposed. The Secretary shall then call an EGM within one calendar month in accordance with clause 12.1.

13. Procedures at the annual and extraordinary general meetings

- 13.1 The Secretary shall send to each Member at his last known address written notice of the date of the general meeting together with the resolutions to be proposed at least 14 days before the meeting.
- 13.2 The quorum for the annual and extraordinary general meetings shall be 12 Full Members either present or by proxy received in writing by the Chair or Secretary prior to the commencement of the meeting.
- 13.3 The Chairman shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present and entitled to vote may choose one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to be chairman of the meeting.

- 13.4 Each Full Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 13.5 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.6 There shall be no right for a Member to vote by proxy at the Meeting other than as provided for in Rule 13.2. No person may represent more than one Member.

14. Coaches and Players

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 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.

15-16. Clauses 15 -16: Not used

17. Guests

- 17.1 Any Member may introduce guests to the Club, 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.
- 17.2 The Member introducing a guest must enter the name and address of the guest together with his own name in a book which must be kept on the Club's premises.
- 17.3 No one may be admitted as a guest on more than four occasions in any calendar year.

18. Opening of Club premises

The Club is open between 08.30 and 22.00 on each day or at such other times or for such other periods as the Management Committee shall decide from time to time.

19. Clause 19: Not used

20. Alteration of the Rules

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 the meeting should contain notice that alteration or addition to the Rules would be proposed at that meeting, and also provide information as to how details of the proposed changes could be viewed prior to the meeting.

21. Regulations and Standing Orders

The Management Committee shall have power to make, repeal and amend such regulations and standing orders as it may from time to time consider necessary for the wellbeing of the Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

22. Finance

- 22.1 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank or savings account in the name of the Trust. No sum shall be drawn from that account except by cheque signed by two of the three or four signatories who shall be the Chairman, the Treasurer and any two others of the Management Committee. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 22.2 Subject to Rule 25.3, 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 to any Member.
- 22.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 22.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 22.5 Full accounts of the financial affairs of the Club (which includes the Trust) shall be prepared each year. The accounts must be made available to every Member at the annual general meeting .

23. Borrowing

- 23.1 The Management Committee may authorise the Trustees to borrow moneys on behalf of the Club for the purposes of the Club from time to time at its own discretion.
- 23.2 When so borrowing the Management Committee 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 at a general meeting.
- 23.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 23.4 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.

24. Club Assets and Marlborough Tennis Club Trust (the Trust)

- 24.1 In accordance with Rule 10.6 all assets of the Club, of whatever nature, including cash at the bank and other monetary investments, shall be vested in the Marlborough Tennis Club Trust. The purpose of the Trust is to provide ownership of Club assets in the name of the Trust rather than in the names of private individual Management Committee Members on behalf of the Club. The Trust will hold the assets of the Club. The Trustees shall be bound by the Rules of the Club in the use and disposition of the Club assets. The Trustees shall deal with the Club Assets as directed by resolution of the Management Committee and signed entry in the minute book of the Management Committee shall be conclusive evidence of such a resolution. Money transactions shall be authorised in accordance with bank mandate for signing cheques.
- 24.2 The Trustees of the Club shall be elected from time to time as necessary by the Club in general meeting from among the Members who are willing to be so appointed. A Trustee shall hold office during his life, or until he shall resign by notice in writing given to the Management Committee, or until a resolution removing him from office shall be passed at a general meeting by a majority comprising two-thirds of the Members present and voting, or until he is deemed to have vacated office in accordance with the circumstances described in Rule 9.8 where the words "member of the Management Committee" are replaced by "Trustee". A Trustee remains in office even though he may cease to be a Member provided this is agreed by the Management Committee. A temporary vacancy may be provisionally filled with an appointment made by the Management Committee which will then be confirmed by election at the next AGM.
- 24.3 A Trustee's appointment will be confirmed by a letter issued by the Management Committee which will be recorded in the minutes of the Management Committee and will be signed by the Chairman and by the Secretary. The Trustee will countersign the letter in acceptance of the appointment. All signatures will be dated and witnessed. The signed letter of confirmation of appointment will be held by the Secretary.
- 24.4 The number of Trustees shall not be more than four or less than two.
- 24.5 The Trustees shall be indemnified by the Club, and the Management Committee shall authorise the payment of 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.
- 24.6 The Trustees shall have power to sell, lease, mortgage or pledge any Club asset for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Management Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

25. Dissolution

- 25.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.
- 25.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club and the Trust
- 25.3 Any property remaining after the discharge of the debts and liabilities of the Club and the Trust shall be paid or distributed in accordance with Rule 4.1.

These Rules are dated 13 February 2012.

History of the Rules:

- 12 February 2007 Approved at the AGM. Doc ref: Constitution Rev6 (1).
- 15 November 2010 Rule changes 1 to 7 approved at the EGM.
Doc ref: MTC Rule Changes 2010.11 v2.
Revised Rules Issued: Doc ref: MTC Constitution Rev7
- 13 February 2012 Rule changes 8 to 12 approved at the AGM
Doc ref: MTC Rule Changes 2012.02.
Revised Rules Issued: Doc ref: MTC Constitution Rev8