



NORTHUMBERLAND LAWN TENNIS ASSOCIATION

Rules of The Association

1. (a) **NAME**

The Association shall be called “The Northumberland Lawn Tennis Association” (The Association).

(b) **BOUNDARY**

The boundary of **The Association** shall be laid down by or agreed with The L.T.A.

(c) **DEFINITIONS**

In these Rules, unless the context requires otherwise:

“The Association” means the collective body of those Members who register in accordance with Rule 8;

“Associate” means an entity which is registered as an associate by The Association pursuant to the Rules;

“The Council” means the body elected annually at the AGM to conduct and safeguard the business of The Association;

“The Councillor” means a councillor of The Association;

“County” means the county of Northumberland;

“The Game” means the game of tennis;

“LTA Disciplinary Code” means the LTA Disciplinary Code of The LTA in force from time to time;

“LTA” means LTA Limited of the National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis within Great Britain, Channel Islands and the Isle of Man from time to time;

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

“Members” means the members of the Association admitted from time to time to membership of the Association in accordance with Rule 8, who by becoming members of the Association become Associates of the LTA;

“the Chairman” means the person elected from time to time to be the Chairman of The Council of the Association in accordance with Rule 6;



“the President” means the person elected from time to time to be the President of the Association in accordance with Rule 4;

“the Secretary” means the person elected from time to time to be the Secretary of the Association in accordance with Rule 6; and

“the Treasurer” means the person elected from time to time to be the Treasurer of the Association in accordance with Rule 6;

2. OBJECTS

The objects of **The Association** are:-

- (a) To promote, safeguard and advance the interests of the Game in the County.
- (b) To uphold and apply the laws of the Game for the time being in force, i.e. The Rules of Lawn Tennis and the LTA Rules and LTA Disciplinary Code.
- (c) To take and retain a membership interest with the LTA and to comply with and uphold throughout the County the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any person or body to which the LTA is registered or affiliated.
- (d) Subject to the LTA Rules and the LTA Disciplinary Code, to make, amend and revoke rules and regulations for the control and governance of the Game in the County and for the disciplining of players, officials, coaches and others involved within the Game, and to comply with and uphold these rules.
- (e) To arrange and regulate County and other matches, Inter-County and Inter-Club Competitions and Tournaments.
- (f) To encourage and promote the training of those involved or wishing to be involved in the coaching, teaching, refereeing and umpiring of tennis.
- (g) To purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property or apparatus, equipment and other items and any rights or privileges and to construct, maintain and alter any buildings, erections or works necessary or convenient for **The Association**.
- (h) To sell, improve, manage, develop, let, mortgage, dispose of or turn to account, exchange, let out on hire or otherwise deal with all or any of the property or assets of **The Association** as may be expedient.
- (i) To employ Officers, servants and employees of all sorts, and to remunerate them and pay or make provisions for pensions, gratuities and like benefits for any persons who are or have been officers, servants or employees or their dependants.



- (j) To borrow or raise money for the purpose of **The Association** on such terms and on such security as may be thought fit.
- (k) No portion of the income or property of **The Association** shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to any individual.
- (l) To apply the funds of **The Association** for the purpose and objects in such a manner as shall be deemed to be in the best interest of the Game.
- (m) To lend moneys to Associates of the LTA, Organisations or Schools on such terms and on such security as may be thought fit.
- (n) To invest the moneys of **The Association** not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.
- (o) To accept donations, gifts, loans, subscriptions and other assistance in furtherance of the objects of The Association and to conform to any proper conditions upon which the same may be made.
- (p) Generally to do all such acts, matters and things in connection with, or incidental to, the effective carrying out of any of the objects mentioned in previous sub-clauses hereof.

3. CONSTITUTION

The Association shall consist of Members who are Associates of the LTA, Organisations and Schools, whose premises are situated within the Boundary, together with Life Members, Life Vice-Presidents and Vice-Presidents.

4. PRESIDENT

There shall be a President to be elected (or re-elected) by the Council. The President shall be ex-officio a member of the Council. The election of the President shall be in accordance with Rule 6.

5. MANAGEMENT

(a) The Management of The Association shall be under the control of a Council consisting of the following (in addition to the President):-

Chairman
Vice-Chairman
Secretary
Treasurer

together with five Councillors, to be elected annually at the Annual General Meeting in accordance with Rule 6. Retiring members of the Council shall be eligible for re-election.



(b) The Northumberland and Durham & Cleveland Inter-Club Lawn Tennis League will be invited to nominate one person to be their representative on Council.

(c) The quorum of such meetings shall be five members. Unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(d) Council shall have the power to fill casual vacancies until the next annual general meeting and to co-opt up to five additional members.

(e) Decisions of the Council shall be made by a simple majority (and in the event of equality of votes the Chairman (or acting Chairman of that meeting) shall have a casting or additional vote.

(f) The Council may appoint an Executive Sub-Committee to manage its routine affairs. The Council 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 Council as the Council may determine. All sub-committees shall periodically report their proceedings to the Council and shall conduct their business in accordance with the provisions of these rules which govern the taking of decisions by members of the Council. The Council may give the sub-committee directions which prevail over these rules.

(g) The Chairman, Secretary and Treasurer of **The Association** shall be ex-officio members of all Sub-Committees.

(h) The Council, is empowered to make such Bye-Laws as it shall from time to time deem expedient, but such Bye-Laws may be cancelled by a majority of the votes at any General Meeting and no Bye-Laws shall alter or nullify any of these Rules.

A notification of all new Bye-Laws or alteration to existing Bye-Laws shall be sent to the Secretary of each Club affiliated to **The Association** within three months of the passing or alteration of such Bye-Law.

The Council may, from time to time, formulate rules to govern the visiting of any member of a registered associate and other guests to any of the premises of **The Association**.

(i) The Council shall appoint Trustees, on such terms as the Council may think fit, to hold office until death or resignation unless removed from office by a resolution of the Council. The Chairman from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Council and the Chairman shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Association and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Association or the Council in good faith be conclusive evidence of the fact so stated.



(j) The number of Trustees shall not be more than four or less than two.

6. ELECTION OF COUNCIL

The Officers and Members of the Council shall be elected at the Annual General Meeting of **The Association**. Nominations may be made by the Council. Each Associate registered with **The Association** may make one nomination for each position to be filled. If the number of nominations exceeds the number of vacancies an election (method to be decided by The Chairman of the Meeting) will be held. All nominations to be made to The Secretary (with nominee's consent) not less than 72 hours before the date fixed for the meeting.

7. COUNCILLORS AND MEMBERS OF THE NLTA COUNCIL

The Association agrees that The Association's Councillor(s) and each member of the Council, 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 Association can enforce any breach at its option and in its sole discretion.

8. APPLICATION FOR MEMBERSHIP, RESIGNATIONS AND EXPULSION

(a) Applications for registration as a Member of **The Association** and thereby for registration as an Associate of the LTA must be made in writing to the Secretary of **The Association**, which in the case of Tennis Clubs must be signed by the Club Secretary. The acceptance, or rejection, of such application shall rest entirely with the Council.

(b) All resignations shall be sent in writing to the Secretary of **The Association** and shall take effect from 1st October following the receipt of resignation.

(c) Each Associate of the LTA agrees as a condition of membership of the Association and association with the LTA:

- (i) to be bound by and subject to these rules (as in force from time to time);
- (ii) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code; and
- (iii) to ensure that its underlying members, any unlicensed and unregistered coaches and, so far as reasonably practicable, players using its facilities (the "Associate's connected parties") are bound by and subject to the LTA Rules and the LTA Disciplinary Code by obtaining the formal agreement of the Associate's connected parties, as a condition of membership, association, registration,



election or as otherwise appropriate, to be bound by and subject to 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 can enforce any breach at its option and in its sole discretion.

(d) Rule 8(c) 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 Associates do not intend that any term of these rules, apart from rule 8(d) 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.

(e) The Council may terminate the association of any person, or impose any other sanction they determine to be appropriate in connection with the breach of any condition of association set out in this rule. The LTA may terminate the association of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition set out in this rule. Rule 9 shall not apply to such termination.

9. EXPULSION

(a) Subject to the remaining provisions of this rule, the Council shall have power to expel a Member if it in its sole discretion determines that it would be in the best interests of the Association to do so.

(b) A Member shall not be expelled unless he is given [14] days' written notice to attend a meeting of the Council and written details of the complaint made against him.

(c) The Member shall be given an opportunity to appear before the Council to answer complaints made against him and must not be expelled unless at least [two-thirds] of the Council then present vote in favour of his expulsion.

10. REPRESENTATIONS AT GENERAL MEETING

(a) Each Associate may appoint one representative with power to attend the Annual General Meeting and other General Meetings. Such representative shall have one vote.

(b) Each member of the Council shall be entitled to one vote, although his respective Associate may be fully represented.

(c) Representatives of other Affiliated Organisations and Schools as well as Life Members, Life Vice-Presidents and Vice-Presidents may attend all General Meetings, but shall not be entitled to vote.

(d) The Chairman of any General Meeting shall have an additional casting vote.

(e) All names and addresses of Associates and Secretaries shall be forwarded to the Secretary of **The Association** annually at the time of Registration.

11. SUBSCRIPTIONS

(a) The annual registration shall run from 1st October each year. The annual subscriptions to **The Association** shall be payable on receipt of notification of registration and thereafter on the first day of October each year, and shall be fixed annually at the Annual General Meeting. Associates whose subscriptions remain unpaid on the 1st April of any year shall be liable to be struck off the list of Registered Associates at the sole discretion of Council whose decision shall be final.

(b) The minimum annual subscription for each Member referred to in Rule 11(a), which shall be deemed to include any taxation which may be payable thereon, shall be calculated by multiplying the number of courts of each surface to which that Member has “regular access” (whether through a lease, user agreement and/or such other arrangement or understanding) by the applicable “court fee”. Court fees shall be determined by the LTA; regular access means access on an exclusive basis for at least 15 hours per week (for at least 40 weeks per year).

12. ANNUAL MEETINGS

(a) The Annual General Meeting shall be held not later than the 31st March in any year for the purpose of receiving the Council’s Report on the year’s working and a Statement of Account; for the election of Officers, Council Members and Auditor for the ensuing year, and transacting general business of **The Association**. Printed, or typed, notices convening the Meeting, stating the business to be transacted, notice of any resolution to be proposed and a copy of the Accounts, shall be sent to the Secretaries of Associates at least fourteen days prior to the date of the Meeting.

(b) An Extraordinary General Meeting of **The Association**, which may be convened by the Council whenever it thinks fit, shall be convened by the Secretary within four weeks after the receipt by him/her of a written request to do so, signed by the Secretaries of three or more Associates. Every such requisition shall specify the business for which the Meeting is to be convened and no other business shall be transacted at such meeting.

(c) The Secretary shall send to each Member at his last known address written notice of the date, time and place of the annual or extraordinary general meeting together with the resolutions to be proposed thereat, and in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Council for the ensuing year, 14 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.

(d) The quorum for all General Meetings shall be ten persons entitled to vote.

(e) If persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting.

When adjourning an annual or extraordinary general meeting the chairman of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Council. The chairman must have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned **The Association** must give at least seven days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with Rule 12(c).

No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

(f) Members of the Council may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.

(g) The Secretary, or in his absence a member of the Council, shall take minutes at annual and extraordinary general meetings.

(h) Each Member present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.

(i) No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chairman of the meeting.

(j) Any Member not being an individual may by resolution of its Management Committee authorise such person as it thinks fit to act as its representative at annual and extraordinary general meetings. A person so authorised is entitled to exercise the same powers on behalf of the Member as that Member could exercise as if it was an individual Member.

(k) There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

13. TOURNAMENTS



All Tournaments held in the County of Northumberland by Associates shall be subject to the approval of **The Association**.

14. LIFE MEMBERSHIP

The Annual General Meeting, on the recommendation of Council may elect to **Life Membership of The Association** such persons who, in the opinion of the Council have made a valuable and considerable contribution, usually having held some senior office for a long period of time. Such Members shall not be entitled to vote at General Meetings or to any of the benefits or services provided by the LTA. Life Members may wear the County Tie or Bow, and attend any functions organised by **The Association**.

15. HONORARY COLOURS

The Council may bestow Honorary Colours on such persons who have made valuable contributions to the organisation of tennis in the County not included in Life Membership. Those awarded Honorary Colours would be entitled to wear the County Badge, Tie or Bow.

16. USE OF THE ASSOCIATION'S FACILITIES

The Association agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of **The Association** or an Associate 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 Association can enforce any breach at its option and in its sole discretion.

17. ALTERATION TO RULES

No alterations shall be made to these Rules except at a General Meeting by a majority of at least two-thirds of the votes cast at the Meeting. Any proposed alterations shall be circulated with the notice convening such General Meeting.

18. FINANCE

(a) The financial year of **The Association** shall close on 30th September in each year and an annual Statement of Account shall be prepared by the Treasurer. The Annual Statement of Account shall be audited once in every three year period of account.

(b) All moneys payable to **The Association** shall be received by the person authorised by the Council to receive such moneys and shall be deposited in a bank account in the name of **The Association**. No sum shall be drawn from that account except by cheque signed by two of the four signatories who shall be the Treasurer, the Chairman, the Secretary and the County Administrator (whose power of signatory shall be restricted subject to a limit, as set from time to time, by the Council). Any moneys not required for immediate use may be invested as the Council in its discretion thinks fit.

(c) Subject to rule 18(d), the income and property of **the Association** shall be applied only in furtherance of the objects of **the Association** and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

(d) The Council shall have power to authorise the payment of remuneration and expenses to any officer, member of the Council, Member or employee of **The Association** and to any other person or persons for services rendered to **The Association**. The remuneration of a member of the Council, Member or employee of the Association or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of that person.

(e) **The Association** may pay any reasonable expenses that members of the Council properly incur in connection with their attendance at meetings of the Council or at annual or extraordinary general meetings of **The Association** or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to **The Association**.

(f) The financial transactions of **The Association** shall be recorded in such manner as the Council thinks fits by the Treasurer.

19. BORROWING

(a) The Council may borrow a maximum total amount of Ten Million Pounds Sterling on behalf of **The Association** for the purposes of **The Association** from time to time at its own discretion and with the sanction of an annual or extraordinary general meeting any further money above that sum.

(b) When so borrowing the Council shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issues of debentures charged upon all or any



part of the property of **The Association**.

(c) The Council shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

(d) The Trustees shall, at the discretion of the Council, make such dispositions of **The Association's** property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Council may deem proper for giving security for such moneys and the interest payable thereon.

20. PROPERTY

All freehold and leasehold property of **The Association** shall be vested in not more than four Trustees to be appointed by the Council from time to time in accordance with Rule 5. The Trustees shall be indemnified against risk and expense out of the assets of **The Association**.

21. NOTICES

(a) **The Association** can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipients' usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to **the Association** or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.

(b) If any notice or other information is left by **The Association** at the intended recipient's usual address, it is treated as being received on the day it was left.

(c) If any notice or other information is sent by **The Association** by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

(d) If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website, or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

22. DISSOLUTION

(a) A resolution to dissolve **The Association** shall only be proposed at an extraordinary general meeting and shall only be passed if carried by a majority of at least threequarters of the Members present [and entitled to vote].



(b) The dissolution shall take effect from the date of the resolution and the members of the Council shall be responsible for the winding-up of the assets and liabilities of **The Association**.

(c) Any property remaining after the discharge of the debts and liabilities of **The Association** shall be paid or distributed as determined by (i) the Council to the LTA, (ii) any other non-profit making body with similar objects or (iii) any tennis related charity.