

RADYR LAWN TENNIS CLUB RULES

1. Name

The Club, established in 1914, is called Radyr Lawn 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 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 Membership Secretary" means the person elected from time to time to admit Members in accordance with rule 5;

"the LTA" means LTA CLG 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;

"Tennis Wales " means the governing body of tennis in Wales, affiliated to the Lawn Tennis Association;

"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 Full Members" means members who are senior playing members but not senior under 25 members;

"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6;

"the Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"the Rules" means the rules of the Club as in force from time to time;

"the LTA Rules" means the rules of the LTA as in force from time to time

2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

3. Objectives

The objectives of the Club are:

- (a) principally to provide facilities for lawn tennis and generally to promote, encourage and facilitate the playing of lawn tennis in the area of Radyr and Morganstown and amongst the community;
- (b) to provide and maintain Club premises at Heol Isaf, Radyr, Cardiff or elsewhere in the locality and club-owned tennis equipment for the use of its Members;
- (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 suitability qualified coaches, tennis tournaments, social events, insurance, first aid, post-match refreshments;
- (d) to sell or supply food and/or drink as a social adjunct to the sporting purposes of the Club;
- (e) to affiliate to Tennis Wales (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of Tennis Wales 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 for the Members' benefit the tennis court 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 Tennis Wales (as appropriate) where so required by the Rules and Regulations of the LTA or Tennis Wales (as the case may be);
- (i) 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. No surplus will be distributed other than to another registered community amateur sports club for lawn tennis, to Tennis Wales for use in community related lawn tennis initiatives, or to a registered charitable organisation, on winding-up or dissolution of the Club.

4.2 Nothing in Clause 4.1 shall prevent the Club from entering 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 on an arm's length basis.

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

5. Membership

5.1 Eligibility for membership

5.1.1 Persons of either sex are eligible for full membership of the Club. 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 admitted as junior Members without the right to hold office or vote at general meetings.

5.1.3 The number of Members excluding non-playing members and juniors 11 and under is limited to 420 due to current 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 Membership Secretary, who has the delegated authority of the Management Committee for all membership matters, who 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. A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a Member before those two days have lapsed.

5.3 Classes of Members

5.3.1 There shall be the following classes of Members for the Club:

Membership Category	Category Criteria	Entitlements
Senior playing (Full Member)		Unrestricted play on courts apart from junior nights up until 8.00 pm, the day of the week allocated for junior nights to be determined by the Management Committee.
Senior U24 (18 – 24)	Under 24 on 1 April in current tennis year	As senior playing
Senior U24 in FTE	Under 24 on 1 April in current tennis year and in full time education	As senior playing
Life Member (Full Member)	Applies to those who have paid their subscription, in full, in advance, at a time and amount agreed by the Management Committee	As senior playing
Junior – 18 and under	17 or under on 1 September of the previous year	Open access to courts but must give priority to Senior members at weekends, Bank Holidays and after 6.00 pm except on junior nights when it is after 8.00 pm. No play on Men's or Ladies' nights unless invited.
Junior – 11 and under	10 or under on 1 September of the previous year	Open access to courts but must give priority to Senior members at weekends, Bank Holidays and after 6.00 pm except on junior nights when it is after 8.00 pm. No play on Men's or Ladies' nights unless invited. All Junior age 11 and under members playing outside of organised activities must be accompanied by a playing member.
Junior – 4 and under	4 or under on 1 September of the previous year	Open access to courts but must give priority to Senior members at weekends, Bank Holidays and after 6.00 pm except on junior nights when it is after 8.00 pm. No play on Men's or Ladies' nights unless invited. All Junior age 4 and under members playing outside of organised activities must be accompanied by a playing member.
Parent Member	Parent or guardian of junior – 11 and under	Play with own child 11 and under junior member Monday to Friday until 6.00 pm and weekends when courts available. Access to club facilities and social functions.
Non-playing	No play on tennis courts	Access to club facilities and social functions.
Family	Applies to 2 adults and juniors or students living at the same address	Adults are classed as Full Members whereas juniors or students are bound by the category restrictions.

5.3.2 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 as defined by their membership category. All Members shall be subject to these Rules and the Regulations of the club and shall abide by the Rules and Regulations of the LTA and Tennis Wales, from time to time in force.

5.4 *Subscriptions*

5.4.1 The entrance fee and annual subscription 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 do not preclude membership of the Club.

5.4.2 The Members shall pay any entrance fee and annual subscription 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 subscription and confirmation of membership has been sent to that person.

5.4.4 A Junior Member on reaching the age of eighteen shall become a senior playing Member and shall not be required to pay an entrance fee on attaining senior status.

5.4.5 Any Member whose subscription fee is not paid by June 1st shall be deemed to have resigned his membership of the Club.

5.4.6 No Member shall be eligible to play in Club Tournaments or for a Club Team if his or her subscription is outstanding.

5.4.7 The Management Committee shall have the right to reduce or waive payment of an entrance fee or subscription by any Member if, in their opinion, there is just reason for doing so.

5.4.8 No Member shall be eligible to enter the Wimbledon draw if his or her subscription is outstanding.

5.5 *Conditions of membership*

5.5.1 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 Disciplinary Code.

5.5.2 Rule 5.5.1 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 5.5.1, 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.

5.5.3 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 signifying their intention in writing to the Membership Secretary before the 1st April, otherwise they will be liable for the current year's subscription. 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 has the right to form a Disciplinary Committee which 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. The Disciplinary Committee shall be made up from three or more members of the Management Committee.

7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of a Disciplinary Committee at which his expulsion shall be considered and 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 Disciplinary 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.

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 he has no right to the return of any part of his subscription.

9. The Management Committee

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

- (a) Chairman
- (b) Secretary
- (c) Treasurer
- (d) Men's Team Captain
- (e) Ladies' Team Captain
- (f) Clubhouse Manager
- (g) Bar Manager
- (h) Grounds and Buildings Manager
- (i) Membership Secretary
- (j) Welfare Officer
- (k) Junior Coordinator

and no more than 6 other posts for specific roles determined by the management |Committee according to the needs of the club.

9.2 Each year elections shall be held for positions on the Management Committee. Nominations shall be made in writing to the Secretary at least five days prior to the annual general meeting. These must state the person proposed to be nominated, the position for which that person has been nominated and the names of the proposer and seconder, who must also state "we confirm that we have obtained prior consent of the candidate". No Member may nominate more than one candidate for any one position.

9.3 Any person nominated as a member of the Management Committee must be a Full Member.

9.4 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.

9.5 The Management Committee with the exception of the Chairman 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). The Chairman shall be elected at an annual general meeting for a period of three years.

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

9.7 The 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 LTA Rules and the

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.

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

- (a) he resigns his office by notice to the Club; or
- (b) 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 Tennis Wales or the LTA; or
- (c) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

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 four meetings each year. The quorum for such meetings shall be six. The Chairman and the Secretary or any three members of the Management Committee 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 five days' notice of a meeting.

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 The Management Committee shall appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting. 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 Management Committee and the Chairman shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club 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 Club or the Committee in good faith be conclusive evidence of the fact so stated.

10.7 The number of Trustees shall not be more than four or less than two.

10.8 The Management Committee shall appoint the President and Vice-Presidents, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting.

10.9 Every member of the Management Committee, employee 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 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 or agent in accordance with the instructions of the Management

Committee or of a general meeting of the Club or otherwise in discharge of his duties. The Management Committee may give to any member of the Management Committee, 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.

10.10 Should the Members require guarantors to secure an overdraft or any other loan or indebtedness at any time, the guarantors or any one or more of them shall have power to veto any capital or extraordinary new revenue expenditure. Expenses in connection with the upkeep of the clubhouse and the courts and any repairs and renewals of fittings and fixtures appertaining thereto shall not constitute capital expenditure. Guarantors must be Full Members of the Club.

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 (usually before the end of January) 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, the auditor's report on the accounts and the Treasurer's report as to the financial position of the Club;
- (c) to appoint the auditor;
- (d) to elect the Officers and other members of the Management Committee and the Fixtures Secretary;
- (e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
- (f) to deal with any other matters which the Management Committee desires to bring before the membership.

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 28 days before the meeting.

11.3 No period greater than 15 months shall elapse between one annual general meeting and the next.

12. Extraordinary General Meetings

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than 12 Full Members or one fifth of the total Full Membership, whichever shall be the less stating the purposes for which the meeting is required and the resolutions proposed.

13. Procedures at the Annual and Extraordinary General Meetings

13.1 The Secretary shall send to Full Members at their last known address or by email should the Member's permission have been received, 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 20 full voting Members or (if there are less than 20 full voting Members) one third of the full voting Members.

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. No person may represent more than one Member.

14. Purchase and Supply of Liquor

Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Management Committee.

15. Commission

15.1 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.

15.2 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.

16. Guests

16.1 Any Member may introduce guests to the Club provided that it is no one whose application for membership has been declined or who has been expelled from the Club. Guests will be subject to the Rules of the Club and must be accompanied by a Member at all times. A Member introducing a playing guest shall be personally responsible for ensuring full payment of Visitors' Fees.

16.2 The Member introducing a guest must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises.

16.3 No one may be admitted as a guest on more than three occasions in any year commencing 1st April.

16.4 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 Management Committee,

17. Opening of Club Premises

The Clubhouse is open at such times as there is a registered key holder present or for such other periods as the Management Committee shall decide. The Club's facilities shall be available to the Members without discrimination.

18. Use of Facilities

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 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.

19. Permitted Hours

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.

20. Alteration of the Rules

20.1 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.

20.2 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.

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 well-being 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 account in the name of the Club. No sum shall be drawn from that account except by cheque signed in accordance with the Club's bank mandate, which shall be determined by 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 26.2 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 shall be prepared each year. These accounts shall be duly audited by the auditor. The accounts shall be distributed to every Member who attends the annual general meeting and made available to any other Member on request.

23. Borrowing

23.1 The Management Committee may borrow or incur indebtedness to a maximum total amount of £5,000 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.

23.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to arrange 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 direction 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 Property

24.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.

24.2 The Trustees shall be indemnified by the Club and the Management Committee shall pay 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.

24.3 The Management Committee shall be entitled to (and shall at the request of the Trustees) arrange a policy or policies of insurance to indemnify the Trustees and/or the members of the Management Committee (or any of them) against personal liability arising from their acts and omissions other than those which those concerned knew to be a breach of trust or duty or where they were reckless.

25. Notices

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

25.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.

25.3 If any notice or other information is sent by the Club 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.

25.4 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.

26. Dissolution

26.1 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. 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.

26.2 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall be paid to or distributed to Tennis Wales for use in community related tennis initiatives, another registered community amateur sports club for lawn tennis or a registered charitable organisation.