

ROGATE TENNIS CLUB

CONSTITUTION

(Approved at AGM on 20 March 2015 and amended at AGMs on 29 June 2020 and 14 May 2023)

1. Name

The Club, established in 1981 is called Rogate Tennis Club ("the Club").

2. Definitions

2.1 "the Chair" means the person elected from time to time to be the chairperson of the Club in accordance with Rule 9;

"the CLTA" means Sussex County Lawn Tennis Association;

"the Game" means the game of tennis;

"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 (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) 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 tennis within Great Britain, the Channel Islands and the Isle of Man 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 Officers" means the Chair, Secretary and Treasurer of the Club collectively;

"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;

2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender and vice versa; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

3 Objects

The objects of the Club are:

- (a) principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game in the area of Rogate and amongst the community;
- (b) to provide and maintain Club premises at Rogate 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 Part 13, Chapter 9 of the Corporation Tax Act 2010 including without limitation [provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments];
- (d) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- (e) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or 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) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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);
- (i) to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise 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. Subject to Rule 22.3, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules no portion thereof shall be paid or transferred, directly or indirectly, to the Members 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 or her to the Club of goods or services or for his or her 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 elected as Junior Members without the right to hold office or vote at general meetings.

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.

5.3 *Conditions of membership*

- 5.3.1 Each member (of each class) agrees as a condition of membership:
 - (A) to be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time); and
 - (B) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.
- 5.3.2 Rule 5.3.1 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 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.
- 5.3.3 The Management Committee may subject to Clause 7 terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule.

5.4 *Classes of Members*

- 5.4.1 Members may join the Club through a range of subscription packages which may vary over time. For the purposes of these rules, any paid-up member over the age of 18 shall be regarded as a Full Member, whatever the nature of their subscription package.
- 5.4.2 Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. A member other than a Full Member shall be entitled to all the privileges of membership relevant to his or her class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

5.5 *Subscriptions*

- 5.5.1 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 ensure that the fees set by it do not preclude open membership of the Club.
- 5.5.2 The Members shall pay any annual subscription fees set by the Management Committee from time to time.

5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until they have paid their annual subscription.

5.5.4 Any Member whose subscription is not paid by such a date as the Management Committee shall decide each year shall be deemed to have resigned their membership of the Club.

6. Resignation

A Member may withdraw from membership of the Club on giving clear 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 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member only for good and sufficient cause, such as conduct or character likely to bring the Club or the Game into disrepute.
- 7.2 A Member shall not be expelled unless they are given 14 days' written notice of the meeting of the Management Committee at which his or her expulsion shall be considered and written details of the complaint made against him or her
- 7.3 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against them. The member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his or her expulsion.
- 7.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering his or her expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making their representations.
- 7.5 The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's members in general meeting and decided by a majority vote of members present and voting at such meeting.

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 his or her subscription.

9. The Management Committee

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

- (a) Chair
- (b) Secretary
- (c) Treasurer
- (d) no more than 4 other Members elected annually at the AGM

The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

- 9.2 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 rules and regulations of the relevant CLTA and the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.
- 9.3 The members of the Management Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Management Committee specify, any such delegation may authorize further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.
- 9.4 The Management Committee shall decide in its discretion how Members may be nominated to be members of the Management Committee and shall notify the Members accordingly.
- 9.5 Any person nominated as a member of the Management Committee must be a Full Member.
- 9.6 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.
- 9.7 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).
- 9.8 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to three 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.
- 9.9 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.
- 9.10 Retiring members of the Management Committee may be re-elected.
- 9.11 A member of the Management Committee shall be deemed to have vacated office if:
- (a) a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become mentally incapable of acting as a member of the Management Committee and may remain so for more than three months; or
 - (c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
 - (d) they resign their office by notice to the Club; or

- (e) they 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 or her office be vacated; or
- (f) they are 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
- (g) they are requested to resign by not less than two-thirds of the other Management Committee members acting together.

9.12 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Management Committee. The Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

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 two meetings each year. The quorum for such meetings shall be four Members, The Chair 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 seven days' notice of a meeting.
- 10.2 The Chair shall be the Chair of the Management Committee. Unless they are unwilling to do so, the Chair shall preside at every meeting of the Management Committee at which they are present. But if there is no person holding that office, or if the Chair is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Secretary shall preside. If there is no Secretary or if they are unwilling to preside, or if they are not present within fifteen after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be Chair 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 Chair (or the acting Chair 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 members of the Management Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs 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 to transact the following business:
- (a) to receive the Chair'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 elect the Officers and other members of the Management Committee;
 - (c) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
 - (d) 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 21 days before the meeting.
- 11.3 No period greater than fifteen months shall elapse between one annual general meeting and the next. In exceptional circumstances (e.g. public health restrictions during a pandemic) then an AGM will be conducted as soon as reasonably practical and if necessary virtually (either by remote conferencing or by post/email).

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 10 Full Members, 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 each Member at their last known address written notice of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 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.
- 13.2 The quorum for the annual and extraordinary general meetings shall be 9 Members. No business other than the appointment of the Chair of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.
- 13.3 The Chair shall preside at all meetings of the Club but if they are not present within 15 minutes after the time appointed for the meeting or have signified their 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 may choose one of their number to be Chair of the meeting.
- 13.4 If the 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 Chair of the meeting must adjourn it. The Chair of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the Chair 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 Management Committee. The Chair 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 Club must give at least 7 days notice to the persons to whom notice of meetings is required to be given in accordance with rule 13.1. 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.

- 13.5 Members of the Management Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The Chair of the meeting may permit other persons who are not Members to attend and speak at a meeting.
- 13.6 Each Adult 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 Chair of the meeting shall have a casting or additional vote.
- 13.7 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 Chair of the meeting.
- 13.8 The Secretary, or in his or her absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.9 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

14. Guests

Any Member may introduce visitors to the Club. No visitor may play as a visitor on more than eight occasions in any calendar year. Every visitor must be accompanied by the Member who introduced him or her, and sign the visitors' book in the Club hut, and shall pay the visitor fee set by the Committee. Members of visiting match teams shall be deemed to have temporary membership for the occasion without charge.

15. Opening of Club premises

The Club's facilities shall be available to the Member without discrimination.

16. 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 which contains particulars of the proposed alteration or addition.

17. Regulations

The Management Committee shall have power to make, repeal and amend such regulations as it may from time to time consider necessary for the wellbeing of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club. Such regulations and any repeals or amendments to them shall have effect until set aside by the Management Committee.

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 rules and regulations of the relevant CLTA, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the CLTA can enforce any breach at its option and in its sole discretion.

19. Finance

- 19.1 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 by two of the three signatories who shall be the Chair, Secretary and Treasurer [or in accordance with the requirements of the bank account in relation to on-line banking]. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 19.2 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.
- 19.3 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 19.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 19.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts will be duly audited by an auditor.

The accounts must be made available to every Member when notice concerning the annual general meeting is given.

20. Borrowing

- 20.1 The Management Committee may, on behalf of the Club and for the purposes of the Club, borrow a maximum of **£100** from time to time at its own discretion and, with the sanction of a general meeting, any further money above that sum.
- 20.2 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

21. Notices

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.

22. Dissolution

- 22.1 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.
- 22.2 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.
- 22.3 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 such person or persons as the Full Members shall resolve or failing decision distributed among the members of the Club equally.