

CONSTITUTION FOR ROTHMURCHUS AND AVIEMORE TENNIS CLUB
adopted at AGM on 17th April 2018

1. Name

The Club is called Rothmurchus and Aviemore Tennis Club ("The Club")

2. Definition

- 2.1 "Chairman" means the person appointed from time to time to be the chairman of the Club in accordance with Rule 9; "Secretary" means the person appointed from time to time to be the secretary of the Club in accordance with Rule 9; "Treasurer" means the person appointed from time to time to be the treasurer of the Club in accordance with Rule 9; "the LTA" means the Lawn Tennis Association CLG (the governing body of tennis within Great Britain, the Channel Islands and Isle of Man) of the Queen's Club, West Kensington, London W14 9EG 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 Management Committee" means the committee appointed pursuant to 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.
- 2.2 "Disciplinary Code" means the disciplinary code of the LTA in force from time to time; "Rules" means the rules of the LTA as in force from time to time.
- 2.3 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

3. Objects

- 3.1 The objects of the Club are:
- (a) to provide tennis, social and other activities for its Members and generally to encourage and facilitate the playing of tennis;
 - (b) to provide and maintain Club premises at Inverdrue, Aviemore PH22 1QH
 - (c) to promote, improve, develop and support the interests of tennis;
 - (d) to affiliate to the Highland District LTA(SLTA) (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the SLTA and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated;
 - (e) to acquire, establish, own, operate and turn to account in any way the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
 - (f) 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;
 - (g) to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the SLTA (as appropriate) where so required by the Rules and Regulations of the LTA or the SLTA (as the case may be);
 - (h) 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.
- 3.2 The club operates an Equal Opportunities Policy where no one is denied the right to equal access on the grounds of age, race, creed, colour, gender, disability, occupation, religion, sexual orientation, political persuasion, marital status or having or not having dependants. There is equality of opportunity in terms of the playing rights and the rights to attend general meetings, and the rights of full members to vote and hold office.
- 3.3 The Club is fully committed to safeguarding the welfare of all children in its care. It recognises the responsibility to promote safe practice and to protect children from harm, abuse and exploitation. Staff and volunteers will work together to embrace difference and diversity and respect the rights of children and young people.

4. Application of Profit

The Club is a non-profit-making organisation. All profits and surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No profit or surplus will be distributed other than to another non-profit-making body on winding-up or dissolution of the Club. *See Item 26 below.*

5. Membership

5.1 Eligibility for membership

- 5.1.1 Persons of either sex are eligible for full membership provided they are at least 16 years old.
- 5.1.2 Persons below the age of 16 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.2 Admission of Members

- 5.2.1 Until a candidate is elected as a Member, s/he is not entitled to any privileges of the Club.
- 5.2.2 Membership is open to all and candidates 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 and which may, by simple majority, elect a candidate to membership. There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political or other opinion.

5.3 Classes of Members

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

- Full Member
- Junior Member
- Child Member
- Coaching only Member

Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. The Junior 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 Number of Members

The total number of Members of the Club may not at any time fall below 25.

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.
- 5.5.2 The Members shall pay any entrance fee and annual subscription fees set by the Management Committee.
- 5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until s/he has paid the entrance fee (if any) and his first annual subscription.
- 5.5.4 Any Member whose entrance fee or subscription is not paid by 1st May shall be deemed to have resigned his membership of the Club. Subscriptions paid after this date will incur an additional charge of £10 at the discretion of the Management Committee.

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 Rules and the Disciplinary Code.
- 5.6.2 Rule 5.6.1 confers a benefit on the Club and, subject to the remaining provisions of this rule, is intended to provide third party rights to and to be enforceable by the Club at its option and in its sole discretion. No amendment, variation, or revocation may be made to the terms of rule 5.6.1 without the prior written consent of the Club. The identity of each member shall be notified to the LTA by the Club in accordance with the LTA's directions from time to time. Such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation. 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 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 with immediate effect. 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 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 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 answer complaints made against him and to cross-examine any witnesses and 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.

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 s/he has no right to the return of any part of his subscription. The Management Committee may refund an appropriate part of a resigning Member's subscription 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:
 - (b) the Chairman;
 - (c) the Secretary;
 - (d) the Treasurer;
 - (e) no more than 7 other Members elected annually at the annual general meeting.
- 9.2 The Secretary shall inform the Members each year that they may nominate members for election to the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be nominated by any 2 full members in the form prescribed by the Management Committee and must be submitted to the Secretary by such date as the Management Committee shall prescribe each year. The membership elect the committee which then elects the office bearers.
- 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.
- 9.5 The Management Committee members shall be proposed, seconded and elected by ballot at the annual general meeting. Election to the Management Committee shall be for three years. One-third, or if their number is not three or a multiple of three, the number nearest to one-third of the members of the Management Committee appointed pursuant to paragraph (e) of Rule [9.1] shall retire annually but shall be eligible for re-election.
- 9.6 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt 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.
- 9.7 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.
- 9.8 Retiring members of the Management Committee may be re-elected.
- 9.9 A member of the Management Committee shall be deemed to have vacated office if:
 - (a) s/he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (b) s/he is, or may be, suffering from mental disorder; or
 - (c) s/he resigns his office by notice to the Club; or
 - (d) s/he shall without sufficient reason for more than 3 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) s/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 SLTA or the LTA; or
 - (f) s/he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

- 9.10 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 the Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon [the LTA]; (ii) the agreement creates third party rights in [the LTA]'s favour; (iii) both or one of [the LTA] and/or the Club can enforce any breach at its/their option and in its/their sole discretion; (iv) the agreement may not be varied, amended or revoked without the prior written consent of [the LTA]; and (v) the identity of each member of the Management Committee shall be notified to [the LTA] by the Club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

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 3 meetings each year. The quorum of 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 1 days' notice of a meeting.
- 10.2 The Chairman shall be the chairman of the Management Committee. Unless s/he is unwilling to do so, the Chairman shall preside at every meeting of the Management Committee at which s/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 Vice-Chairman shall preside. If there is no Vice-Chairman or if s/he is unwilling to preside, or if s/he 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 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 may appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee. 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 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.
- 10.9 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.

11. 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/registered place to play] will be required, as a condition of such use, to agree to

be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon [the LTA]; (ii) the agreement creates third party rights in [the LTA]'s favour; (iii) both or one of [the LTA] and/or the Club can enforce any breach at its/their option and in its/their sole discretion; (iv) the agreement may not be varied, amended or revoked without the prior written consent of [the LTA]; and (v) the identity of each person to whom such agreement relates shall be notified to [the LTA] by the Club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

12. Annual general meeting

12.1 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, the auditor's report on the accounts and the Treasurer's report as to the financial position of the Club;
- (c) to remove and elect the auditor or confirm that s/he remain in office;
- (d) to elect the members of the Management Committee;
- (e) to decide on any resolution which may be duly submitted in accordance with Rule 12.2 below;
- (f) to deal with any special matters which the Management Committee desires to bring before the membership.

12.2 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.

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

13. 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 5.

Members stating the purposes for which the meeting is required and the resolutions proposed.

14. Procedures at the annual and extraordinary general meetings

14.1 The Secretary shall inform 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 21 days before the meeting.

14.2 The quorum for the annual and extraordinary general meetings shall be 10 Members

14.3 The Chairman shall preside at all meetings of the Club but if s/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 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 may choose one of their number to be chairman of the meeting.

14.4 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 vote.

14.5 The Secretary, or in his absence a member of the Management committee, shall take minutes at annual and extraordinary general meetings.

14.6 Any Member not being an individual may by resolution of its board of management authorise such person as it thinks fit to act as its representative at 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.

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

15. Purchase and supply of liquor

15.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of a sub-committee of not less than 4 members being members of the Management Committee appointed for that purpose (at least two-thirds of whom have been elected to the Management Committee by the annual general meeting).

15.2 If any member of the sub-committee for any reason ceases to be a member of the Management Committee, s/he automatically ceases to be a member of the subcommittee, and another member of the Management Committee must be appointed in his place.

15.3 The sub-committee must not in any way be restricted in freedom of purchase.

16. Commission

- 16.1 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.
- 16.2 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.

17. Sale of intoxicating liquor to Non-Members

People, other than Members and their guests, that *[state particulars of eligibility]*, may be admitted to the Club's registered premises and, subject to any conditions attached to the registration certificate for the Club premises, intoxicating liquor may be sold to those persons by or on behalf of the Club for consumption on the premises and not elsewhere.

18. Guests

- 18.1 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.
- 18.2 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.
- 18.3 No guest may purchase intoxicating liquor in the Club.
- 18.4 No one may be admitted as a guest on more than 3 occasions in any calendar year.

19. Opening of Club premises

The Club is open between 10.00 and 18.00 on each day or at such other times or for such other periods as the Management Committee shall decide.

20. Permitted hours

The permitted hours for the supply of intoxicating liquor are as published by the committee from time to time.

21. Alteration of the rules

- 21.1 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 voting
- 21.2 Members present at the general meeting, the notice of which contained particulars of the proposed alteration or addition.
- 21.3 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 chief officer of the police and to the proper officer of the local authority of the district in which the Club is situated.

22. Regulations, Bye-laws and Standing Orders

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

23. Finance

- 23.1 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 Chairman, Secretary and Treasurer. Transfers made by internet banking must be agreed by two of the three signatories. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 23.2 Subject to Rule 23.3, 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.

- 23.3 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.
- 23.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 23.5 Full accounts of the financial affairs of the Club shall be prepared each year. A report on these accounts shall be prepared by an independent person. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

24. Borrowing

- 24.1 The Management Committee may borrow a maximum total amount of £10,000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.
- 24.2 When so borrowing the Management Committee 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 issue of debentures charged upon all or any part of the property of the Club.
- 24.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 24.4 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 monthly interest payable thereon.

25. Property

- 25.1 The property of the Club, other than cash at the bank, may 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.
- 25.2 The Trustees shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

26. Dissolution

- 26.1 A resolution to dissolve the Club shall only be proposed at an Extraordinary General Meeting and shall only be passed if carried by a majority of at least three-quarters of the Full Members present and voting.
- 26.2 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.
- 26.3 If, upon the winding up or dissolution of the Club there remains after the satisfaction of all the Club's debts and liabilities, any property whatsoever, the same shall be given or transferred to some other organisation or organisations having object (that is, aims and activities) similar to the objects of the Club, such organisation or organisations to be determined by the Full Members of the Club by Resolution passed at a General Meeting at or before the time of the dissolution, and in so far as effect cannot be given to such provision, then to some charitable objects.

Signed..... *Lorna McKenna* Chair

Date 18.4.2018

Signed..... *William Burns* Treasurer

Date 18/4/18.