

SOMERTON TENNIS CLUB
The Courts Gassons Lane, Somerton, Somerset
CONSTITUTION AND RULES

Defined Terms

1. a. The name of the Club shall be **SOMERTON TENNIS CLUB**.
(referred to herein as “the Club”).

b. “Member” means a member of Somerton Tennis Club.

c. references to the “LTA” (Lawn Tennis Association) 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.

d. “LTA Disciplinary Code” means the disciplinary code of the LTA in force from time to time.

e. “LTA Rules” means the rules of the LTA as in force from time to time.
2. The Club shall be affiliated to the **SOMERTON SPORTS CLUB**.

a. Club Members will become members **SOMERTON SPORTS CLUB** on payment of the full annual tennis club subscription.
3. All correspondence on Club matters should be addressed to the Club Secretary unless the organisation of a specific event requires otherwise.
4. **The objectives of the Club shall be:-**
 - a. To provide and maintain facilities for the tennis in Somerton.
 - b. to arrange matches, both competitive and friendly
 - c. to ensure that a high standard of sportsmanship is displayed at all tennis matches.
 - d. To arrange meetings and other social functions for the members and friends.

Conditions of Membership

5. Membership shall be open to all that pay the current subscription.
 - a. The membership shall be open to adult members, young persons and junior members, social members and family members.
 - i. Adult Membership is open to everyone over the age of 18 and no longer in full time education.
 - ii. Midweek Membership (for adults playing between 9am and 4pm only).
 - iii. Junior Membership is open to any child under the age of 18 (Minis aged 3-10).
 - iv. Honorary Members as proposed and agreed at the AGM
 - v. Young Person Membership aged 18-25.
 - vi. Playing Parent and Child member under 10 years.
 - vii. Country Membership (for members living 15 or more miles from the club)

- b. The subscription rates will be set by the members at the Annual General Meeting (AGM) based on the information presented by the committee.
- c. The subscriptions will cover the year April to March and will be due on the 1st April, save that any new member joining after October 1st will be charged pro rata for the remaining part of the year.
- d. Membership of the Club shall cease if the appropriate subscription has not been received by the first day of June in any year but, subject to Item 9 below, such membership will be reinstated on receipt of the appropriate subscription.
- e. On termination of membership any Keys or other items belonging to the club shall be returned to the Club Secretary.
- f. Each member agrees as a condition of membership:
 - 1. to be bound by and subject to the Club rules as in force from time to time.
 - 2. to be bound by and subject to the LTA Rules and LTA Disciplinary Code.

Rule f. 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 f, 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.

- 3. The Club 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.

The Club Committee

- 6. The Committee shall consist of the Officers and up to seven ordinary members.
 - a. The Officers shall be:-
 - Chairman
 - Club Secretary
 - Treasurer
- 7. The Committee shall nominate members to represent the Club as required.
- 8. The Committee shall conduct the business of the Club between General Meetings.
 - a. Before any business is discussed, there must be a quorum of at least 4 members of the committee present.
 - b. The Club agrees that each member of the Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to the Club Rules, LTA Rules and 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.
 - c. 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 the Club rules, LTA Rules and 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. The Committee shall have the right to refuse any application for, or terminate membership, if, in the opinion of the Committee, such action is justified to maintain the reputation of the Club.
10. The Club Secretary may convene a Special General Meeting on the direction of the Committee or on the written request from at least 10 adult members. At least 14 days written/electronic notice must be given to all Club members of the General Meetings.

The Annual General Meeting (AGM)

11. The AGM will be held in May of each year.
12. All adult members who have the paid subscriptions for the current year may attend and vote at General Meetings. No Proxy votes are permitted. Resolutions at General Meetings shall be carried by a majority of the votes cast. In the event of a tie the chairman will have the casting vote.
13. The business to be conducted at the AGM shall also include a Report by the committee on the activities of the year, consideration of the accounts of the Club, that have been independently examined in accordance with current best practice and the election of Officers, Committee Members.
14. The Club Constitution and Rules will be subject to adoption or variation by Members at the Annual General Meeting or any Special General Meeting. Any member wishing to raise an item at the AGM, or SGM, shall provide the Secretary with the information at least 14 days in advance of the meeting

Finance

15. The Club Financial year will be the Fiscal Year.
16. The Committee shall maintain an account or accounts at a recognised clearing bank. Any two committee members duly authorised shall sign cheques and similar orders.
17. The accounts shall be independently examined annually by a suitably competent qualified person, to be appointed by the committee and will be available for acceptance at the AGM.

Use of Club facilities

18. The use of the facilities are available to all members, within the specified times agreed with the Parish Council.
19. All use of the facilities will be on the agreement of the committee.
20. All Club facilities will be used with due respect for other users. The clubroom should always be left in a clean and respectable condition.
 - a. The Floodlights must not be used after 10pm in accordance with local bylaws.

21. Access to the courts and clubhouse can be gained by adult members and named junior members via keys hired from the Club for the duration of membership.
 - a. The committee can cancel this hiring arrangement at anytime.
 - b. All keys must be returned on the termination of membership.

Termination of the Club

22. Should it become necessary to wind up the club the Club Secretary will call a Extra Ordinary Special Meeting, giving at least 14 days notice in writing, where the intention to wind up the club should be discussed and agreed by the majority of those present.
23. On termination the assets and funds of the club after the payment of any outstanding debts will be passed to the Somerton Sports Club, to be held in trust and managed until such time that any new tennis club is formed in the parish.
24. The above actions will be conducted by a solicitor appointed by the Club Secretary for the purpose of winding up the club, so as to ensure the continued availability of the remaining facilities and funds for future use by any new tennis club.