



St Leonards & St Ives Tennis Club

**Clubhouse & Courts: Braeside Road, St Leonards
November 2020**

THE CONSTITUTION

1) THE CLUB

The Club shall be called the St Leonards & St Ives Tennis Club.

2) OBJECTS

The objects of the Club are:

- a) to provide facilities for and promote participation of the whole community in the sport of tennis
- b) to provide and maintain Club premises at Braeside Road
- c) to promote, improve, develop and support the interests of tennis
- d) to affiliate to the Dorset LTA (and by doing so affiliate to the LTA) and to comply with and uphold the rules and regulations of the Dorset LTA and the LTA as amended from time to time including the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is affiliated
- e) 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 the provision of suitability qualified coaches, coaching courses, insurance & post match refreshments
- f) Subject to the LTA rules and LTA Disciplinary Code and the LTA's wider jurisdiction to make rules, regulations, bye-laws and standing orders concerning the operations of the Club including without limitation, regulations concerning disciplinary procedures that may be taken against Members
- g) 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 Members to be disciplined by the LTA or the County LTA (as appropriate)
- h) to do all such other things as the Committee thinks fit to further the interest of the Club or to be incidental or conducive to the attainment of any or any of the objects stated in this Rule.

3) COMMITTEE

The Club shall be run by a committee which shall comprise a Chairperson, Treasurer and Secretary, and no more than eleven Adult Members and up to two junior members. The Officers shall retire at each Annual General Meeting as shall two other committee members. All retiring members may offer themselves for re-election. Up to four Ex-officio members may be appointed at the discretion of the committee. Such ex-officio members would have no voting rights. A representative of the Parish Council may be invited to attend Committee meetings as an ex-officio member. The committee may nominate representatives to serve on the Village Hall Management Committee. The committee can also elect an acting officer until the following Annual General Meeting in the event of that officer being unable to complete his/her term of office.

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

Each member of the Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he/she is a fit and proper person prior to being elected.

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 these rules, the rules and regulations of the relevant County LTA 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.

The members of the 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 Committee specify, any such delegation may authorize further delegation of members' powers. The members of the Committee may revoke any delegation or alter its terms and conditions.

The Committee shall decide in its discretion how Members may be nominated to be members of the Committee and shall notify the Members accordingly.

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.

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

- a) He/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or
- b) a registered medical practitioner who is treating that person gives a written opinion to the Committee stating that that person has become physically or mentally incapable of acting as a member of the 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) he/she resigns his/her office by notice to the Club; or
- e) he/she shall without sufficient reason for more than three consecutive meetings of the Committee have been absent without permission of the Committee and the Committee resolves that his/her office be vacated; or
- f) he/she 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 County LTA or the LTA; or
- g) he/she is requested to resign by not less than two-thirds of the other Committee members acting together.

Any person accepting election or nomination to the 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 the Committee. The Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

Every member of the Committee, employee or agent of the Club shall be indemnified by the Club and the Committee shall pay all costs, losses and expenses which any such member

of the Committee, employee or agent may incur or for which he/she may become liable by reason of any contract entered into or act or thing done by him/her in good faith as such member of the Committee, employee or agent in accordance with the instructions of the Committee or of a general meeting of the Club or otherwise in the discharge of his/her duties. The Committee may give to any member of the 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.

4) PROCEEDINGS OF THE COMMITTEE

Committee meetings shall be held as often as the Committee thinks fit provided that there shall not be less than 5 meetings each year. The quorum for such meetings shall be 5. The Chairperson and the Secretary shall have discretion to call emergency meetings of the Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Committee not less than 3 days' notice of a meeting.

Unless unwilling to do so, the Chairperson shall preside at every meeting of the Committee at which present. But if there is no person holding that office, or if the Chairperson is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the members of the Committee present may appoint one of their number to be Chairperson of the meeting.

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

The Committee may from time to time appoint from among its number such subcommittees as it considers necessary and may delegate to them such of the powers and duties of the Committee as the Committee may determine. All subcommittees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.

The 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 Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.

5) GENERAL MEETING

Every October there shall be held an Annual General Meeting of which at least 28 days' notice will be given to all members of the Club.

At any other time, an Extraordinary General Meeting may be called at 21 days' notice by the committee, or if at least ten members request such a meeting in writing to the Secretary.

At all General Meetings, only adult members present will be entitled to vote.

6) PROCEDURES AT EXTRAORDINARY AND ANNUAL GENERAL MEETINGS

The Secretary shall send to each Member at his/her last known address written notice of the date, time and place of the general meeting at least 28 days before the meeting requesting that any resolutions for discussion should be submitted in writing at least 14

days before the date of the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any details in any notice, shall not invalidate the proceedings at the meeting.

The quorum for the annual and extraordinary general meetings shall be 12 Members. No business other than the appointment of the Chairperson of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

The Chairperson shall preside at all meetings of the Club but if he/she is not present within 15 minutes after the time appointed for the meeting or has signified his/her inability to be present at the meeting, the Members present and entitled to vote may choose one of the other members of the Committee present to preside and if no other member of the Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to be Chairperson of the meeting.

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 Chairperson of the meeting must adjourn it. The Chairperson of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the Chairperson 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 Committee. The Chairperson must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given. 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.

Members of the Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The Chairperson of the meeting may permit other persons who are not Members to attend and speak at a meeting.

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 Chairperson of the meeting shall have a casting or additional vote. There shall be no right for a Member to vote by proxy. No person may represent more than one Member

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 Chairperson of the meeting.

The Secretary, or in his/her absence a member of the Committee, shall take minutes at annual and extraordinary general meetings.

7) MEMBERSHIP

Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or of age, sex or disability except as a necessary consequence of the requirements of tennis as a particular sport.

Eligibility for Membership

Persons of either sex are eligible for Adult Membership of the Club provided they are at least 18 years old.

Persons below the age of 18 may be elected as Juniors/Child Members without the right to hold Office or vote at general meetings.

Classes of Members

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

- Adult Member
- Junior Member
- Child Member
- Parent Member
- Social Member
- Coaching only member (Junior /Child)

Only Adult Members shall be entitled to receive notice of, attend and vote at General Meetings.

Junior and Child members have access to the courts as determined in the club rules.

(Family Membership may incorporate Adult and Junior/Child membership).

Parent members have restricted access to play as determined by the AGM minutes 2012.

Social members have no access to the courts

Coaching only members have no access to play other than during a recognised coaching session.

The number of Adult Members is limited to 120 due to available facilities unless the Committee shall decide otherwise during the course of the club's year.

Any person who wishes to become a Member must submit an application in such form as the Committee shall decide. Every candidate for membership shall be considered by the 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

8) EXPULSION OR SANCTIONS

The Committee may 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 the club rules or constitution

Subject to the remaining provisions of this rule, the Committee shall have power to refuse membership, impose such sanctions as it determines appropriate 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.

A Member shall not be expelled or be subject to sanctions unless he/she is given 14 days' written notice of the meeting of the Committee at which his/her expulsion/sanctions shall be considered and written details of the complaint made against him/her.

The Member shall be given an opportunity to appear before the Committee to answer complaints made against him/her. The member must not be expelled unless at least two-thirds of the Committee then present vote in favour of his/her expulsion.

The Committee may exclude the Member from the Club's premises until the meeting considering his/her expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making his/her representations.

The Member may appeal against the Committee's decision of expulsion by notifying the Committee who shall put the matter to the Club's members in a general meeting and decided by a majority vote of members present and voting at such meeting.

Effect of Resignation or Expulsion

- a) 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/her subscription.
- b) The Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

9) CONDITIONS OF MEMBERSHIP

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.

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.

The Committee may, subject to Clause 8, 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.

10) SUBSCRIPTIONS

The annual subscription for each type of Member shall be determined from time to time by the Committee

The Members shall pay the annual subscription fee set by the Committee

No candidate who has been elected a Member shall be entitled to the privileges of membership until he/she has paid the entrance fee (if any) and his/her first annual subscription.

Any Member whose subscription is not paid by such date as the Committee shall decide each year shall be deemed to have resigned his/her membership of the Club

11) RESIGNATIONS

A Member may withdraw from membership of 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 the membership set out in these Rules.

Honorary Life Membership

Honorary Life Membership will be granted to members who shall be nominated at the AGM and be accepted by the majority of those present and voting. Life Membership may be offered from time to time at the discretion and on terms as agreed by the Committee.

12) MANAGEMENT OF FUNDS

The Committee shall have full power to invest the funds of the Tennis Club to the club's advantage but shall not be liable for any loss or diminution of such securities.

All moneys payable to the Club shall be received by the person authorised by the 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/authorised online by two of the three signatories who shall be the Chairperson, Secretary and Treasurer. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.

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

The Club may pay any reasonable expenses that members of the Committee properly incur in connection with their attendance at meetings of the 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.

The financial transactions of the Club shall be recorded in such manner as the Committee thinks fit by the Treasurer.

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 attending the annual general meeting or to any member who requests a copy of such accounts.

13) 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 County LTA, 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 County LTA can enforce any breach at its option and in its sole discretion.

14) NOT FOR PROFIT

The club is a non-profit making organisation. Except in the event of dissolution shown below, the Income and Property of the Club shall be applied solely towards promoting the Club's objects as set forth in this Constitution. No portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

Nothing shall prevent the Club from entering an agreement with a member for the supply by him/her to the Club of goods or services or for his/her employment by the Club, provided that such arrangements are approved by the Committee (without the member being present) and are agreed with the member on an arm's length basis.

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

15) CLUB YEAR

The Club's financial year will run from 1st April each year to 31st March in the subsequent year.

16) TRUSTEES

The Committee will appoint four Trustees, who shall be Adult Members, to the lease with the Parish Council for the building and courts:

The Trustees shall hold office until death or resignation unless removed from office by a resolution of the Committee or by a resolution duly passed at a general meeting. The Chairperson 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 Committee and the Chairperson 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.

All property of the Club including land and investments shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, and for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee the Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his/her place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into names of the Trustees as constituted after the said appointment. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given

17) BORROWING

The Committee may borrow an agreed amount on behalf of the Club, for the purposes of the club from time to time, at its own discretion and with the sanction of the general meeting.

When so borrowing, the Committee shall have power to raise in any way, any sum or sums of money and to raise the repayment of any sums 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 the grant of such security must be approved by the Club at a general meeting.

The Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

The Trustees shall, at the discretion of the 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 Committee may deem proper for giving security for such moneys and the interest payable thereon.

18) PROPERTY

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 Committee and entry in the minute book shall be conclusive evidence of such a resolution.

19) NOTICES

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.

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.

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.

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.

20) DISSOLUTION

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 Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the members of the Club, but shall be given or transferred to one or more of the following sporting or charitable bodies

- a) the LTA for use in community related initiatives for the Game;
- b) another registered community amateur sports club for the Game; or
- c) a registered charitable organisation.

21) AMENDMENTS TO THE CONSTITUTION

Amendments to the Constitution shall only be made at General Meetings and with the approval of a simple majority of those present and entitled to vote.

22) AMENDMENTS TO THE RULES

Amendments to the Rules may be made at the discretion of the Committee