



## SUFFOLK LAWN TENNIS ASSOCIATION – CONSTITUTION

### 1. Name

The association is called Suffolk Lawn Tennis Association (“SLTA”).  
known as ‘Suffolk Tennis’

### 2. Definitions

2.1 In these rules, unless the context otherwise requires:

“associate” means an entity which is registered as an associate of the LTA by the activity pursuant to the LTA Rules;

“Chairman” means the person elected from time to time to be the chairman of the SLTA in accordance with rule 7;

“County” means the County of Suffolk;

“County Safeguarding Officer” appointed by the Management Committee.

“LTA Councillor” means a councillor of the LTA, appointed by the Management Committee;

“Management Committee” means the Management Committee established in accordance with rule 7

“the Game” means the game of tennis;

“Honorary Independent

Examiner” means the independent accountant appointed from time to time to examine the SLTA’s accounts in accordance with rule 10

“Honorary Secretary” means the person elected from time to time to be the honorary secretary of the SLTA in accordance with rule 7;

“Honorary Treasurer” means the person elected from time to time to be the honorary treasurer of the SLTA in accordance with rule 7;

“Lead Facilitators” appointed by the Management Committee who will lead the Facilitation Groups. Whether the Lead Facilitator has voting rights at a Council Meeting, will be decided by the Management Committee. To qualify to have voting rights, the Lead Facilitator must be a member of a registered tennis club.

“LTA” means the Lawn Tennis Association (the governing body of tennis within Great Britain, Channel Islands and 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 in Suffolk from time to time;

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

“LTA Rules” means the rules of the LTA as in force from time to time;

“Members”

(Registered Venues) means the members of the SLTA admitted from time to time to membership of the SLTA in accordance with rule 4;

“Officers” means the Chairman, Vice Chairman, Honorary Secretary, Honorary Treasurer, LTA Councillor, County Safeguarding Officer and other such officers as the Management Committee may from time to time deem necessary;

“Patron” means a person who provides financial support to SLTA under a Patron’s scheme.

“President”

(Honorary) means the person appointed by the Management Committee to be the president of the SLTA.

“the Trustees” means the persons appointed from time to time to be the trustees of the SLTA in accordance with rule 20.

2.2 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 objectives of the SLTA are:

(a) to act jointly with the LTA as the governing body for the Game within the County, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of the Game and generally to do all such acts, matters and things in connection with, or incidental, thereto;

(b) to take and retain a membership interest with the LTA and to comply with and uphold throughout the County the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any person or body to which the LTA is registered or affiliated;

(c) subject to the LTA Rules and the LTA Disciplinary Code, to make, amend and revoke rules and regulations for the control and governance of the Game in the County and for the disciplining of players, officials, coaches and others involved within the Game, and to comply with and uphold these rules;

(d) to accept all duties and powers delegated to it by the LTA and to appoint a representative or representatives for the County to the Council of the LTA;

(e) to promote, arrange and regulate inter-county matches, county championships, tournaments, inter-club and county competitions and junior activities at all levels and age groups and to select teams for inter-county matches and competitions and generally to do all such acts, matters and things in connection with, or incidental, thereto;

(f) subject to the LTA Rules, the LTA Disciplinary Code and the LTA’s wider jurisdiction, to consider and resolve disputes, and enforce any award or decision, arising in connection with the Game in the County or otherwise delegated to it by the LTA and to provide by these rules, regulations, bye-laws or otherwise for a process to govern such disputes;

(g) to acquire, dispose of, establish, own, lease, operate, use or turn to account in any way tennis court facilities within the County together with buildings and easements, fixtures and fittings and accessories as shall be thought by the Management Committee in its absolute discretion to be advisable;

(h) to arrange, purchase and distribute tickets allocated to the County for the Wimbledon Championships in accordance with the guidelines laid down by the LTA and the ticket terms and conditions issued by The All England Lawn Tennis and Croquet Club;

(i) to promote the teaching of the Game and the development of tennis in the County, the development of junior tennis in the County and to promote, encourage and support coaching and education, the function of competition organisers, referees and umpires and the training of coaches, teachers, competition organisers, referees and umpires;

(j) to advance and safeguard the interests of the players of the Game at all levels within the County

and to work with the LTA in furthering the tennis career of any person or persons of any age ordinarily resident in the County; and

(k) to do all such other things as the Management Committee in its absolute discretion thinks fit to further the interests of the SLTA, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of the Game or to be incidental or conducive to the attainment of all or any of the objects stated in this rule 3.

3.2 The funds or other property of the SLTA shall not be paid to or distributed among the Registered Venues but shall be applied towards the furtherance of the SLTA's objects.

#### **4. Membership**

4.1 An entity shall qualify for registration as a Registered Venue, and thereby for registration as an associate of the LTA, if the Management Committee deems (in accordance with the LTA's guidelines) that such entity provides organised tennis opportunities. Such an entity shall include, but not be limited to:

- (a) a Registered Venue or commercial tennis club;
  - (b) a park-based tennis programme;
  - (c) a school-based tennis programme for the community which operates outside curriculum hours;
  - (d) an indoor pay and play tennis centre;
  - (e) a tennis academy; or
  - (f) a further education or higher education tennis club,
- provided, in each case that it has a written constitution or set of rules governing its operation approved by the Management Committee.

4.2 If a dispute arises as to whether an entity qualifies to be registered as a Registered Venue the Management Committee shall refer the matter to the President of the LTA whose decision on the matter shall be final.

4.3 The SLTA may admit the following as Registered Venues, but such Registered Venues shall not be entitled to any of the benefits or services provided by the LTA:

- (a) Honorary Life Members elected by the Management Committee for special service to the SLTA and/or to Suffolk tennis;
- (b) such other entities or individuals as the Management Committee may decide.

4.4 Any entity or individual who wishes to become a Registered Venue must complete an on-line registration or apply in such form as the Management Committee shall decide. Subject to rule 4.1, election to membership shall be in the sole discretion of the Management Committee.

4.5 Each Registered Venue agrees as a condition of membership of the SLTA and association with the LTA:

- (a) to be bound by and subject to these rules (as in force from time to time);
- (b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code; and
- (c) to ensure, in the case of an entity, that its underlying members, any unlicensed and unregistered coaches and, so far as reasonably practicable, players using its facilities (the "Registered Venues Connected Parties") are bound by and subject to the LTA Rules and the LTA Disciplinary Code by obtaining the formal agreement of the Registered Venues Connected Parties, as a condition of membership, association, registration, election or as otherwise appropriate, to be bound by and subject to 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 can enforce any breach at its option and in its sole discretion.

4.6 The Management Committee may terminate the membership (and so association) of any Registered Venue or impose any other sanction it determines to be an appropriate breach of any condition set out in this rule 4. The LTA may terminate the association of any Registered Venue or impose any other sanction it determines to be an appropriate breach of any condition set out in this rule 4. Rule 6 shall not apply to such termination.

4.7 A Registered Venue may withdraw from membership of the SLTA on 14 days' clear notice to SLTA. Membership of a Registered Venue shall not be transferable in any event and shall cease immediately on death or dissolution.

4.8 The Management Committee may from time to time appoint patrons of the SLTA, who shall not thereby be Registered Venues nor have any right to attend or vote at any general meeting of the SLTA. Patrons shall pay such annual subscription as the Management Committee shall determine from time to time.

## **5. Entrance fee and subscription**

5.1 The annual subscription for each type of Registered Venue shall be determined from time to time by the Management Committee and shall be effective for that year. Such annual subscription may exceed the minimum annual subscription described below.

5.2 The minimum annual subscription for each Registered Venue, which shall be deemed to include any taxation which may be payable on it, shall be calculated by multiplying the number of courts of each surface to which that Registered Venues has "regular access" (whether through a lease, user agreement and/or such other arrangement or understanding) by the applicable "court fee". Court fees shall be determined by the LTA; regular access means access on an exclusive basis for at least 15 hours per week (for at least 40 weeks per year).

5.3 In respect of Registered Venues that do not have "regular access" to tennis courts, a fixed minimum annual subscription, determined annually by the LTA, shall apply.

5.4 Unless the LTA determines otherwise on a case by case basis, the annual subscription fee of Registered Venues in respect of each year to 30 September shall be payable between 1 October and the following 28 February.

5.5 The annual subscription fee of Registered Venues shall be paid to the SLTA in full without any deduction or set off whatsoever.

5.6 The annual subscription fee of Registered Venues shall include the amount, if any, payable in respect of benefits or services provided by the LTA.

5.7 Any Registered Venue whose first subscription remains unpaid for one calendar month after the receipt of notice of membership, or whose annual subscription in any subsequent year remains unpaid by 28 February, shall, if the LTA so resolves, cease to be eligible for grants and other advantages offered to Registered Venues by the LTA and shall be deemed to have resigned its membership of the SLTA.

5.8 No Registered Venue, being an entity, may knowingly accept as a member of itself any person whose subscription to any other Registered Venue, also being an entity, is outstanding.

## **6. Expulsion**

(a) Subject to the remaining provisions of this rule, the Management Committee shall have power to expel a Registered Venue if it, in its absolute discretion determines that it would be in the best interests of the SLTA to do so.

(b) A Registered Venue shall not be expelled unless it is given 14 days' written notice to attend a meeting of the Management Committee and written details of the complaint made against it.

(c) The Registered Venue shall be given an opportunity to appear before the Management Committee to answer complaints made against it and cannot be expelled unless at least two-thirds of the Management Committee then present vote in favour of its expulsion.

## **7. The Management Committee**

7.1 The SLTA shall be managed by the Management Committee and consist of:

(a) The Officers.

(b) Lead Facilitators as selected by Management Committee. Facilitator Group Chairs will be required to attend Management Committee meetings by invitation by a member of Management Committee as and when required.

7.2 All members of the Management Committee shall be elected annually. The Honorary Secretary shall send to the Registered Venues each year a nomination form for the election of members of Management Committee (other than the LTA Councillor(s) and the safeguarding Officer) in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee must be nominated by a Registered Venue. Nominations shall be in the form prescribed by the Management Committee and must be submitted by post to the Honorary Secretary by such date as the Management Committee shall prescribe each year and must be signed, in the case of a Registered Venue that is an entity, by its secretary or other officer.

Facilitation Groups and their Chairs will be appointed by the Management Committee on an annual basis as required.

7.3 To be nominated as a member of the Management Committee a person must be a member of an LTA Registered Venue in Suffolk and no more than two members of the Management Committee shall be from the same entity.

7.4 If there is only one candidate nominated to fill any post, that candidate shall be declared elected unopposed for that post at the next annual general meeting. If there is more than one candidate for any post, there shall be an election at the annual general meeting for that position by show of hands or ballot in such a manner as the Management Committee shall decide.

7.5 The Management Committee shall be elected at the annual general meeting in each year except for the LTA Councillor (see 9.1) and, subject to termination of office by resignation, removal or otherwise, the members of Management Committee remain in office until the following AGM, at which they will stand down. They can be re-elected at the annual general meeting if nominated in accordance with (clause 7.2)

7.6 The Management Committee may appoint any person to fill any vacancy on the Management Committee as long as this would not mean that there are more than two members from the same entity on the Management Committee. Such co-optees, other than in the role of County Safeguarding

Officer (as this is anyway a co-opted position), shall retire at the next annual general meeting but shall be eligible for election.

7.7 Retiring members of the Management Committee may be re-elected if nominated.

7.8 The SLTA agrees that each member of the Management Committee including the LTA Councillor and the County Safeguarding Officer will be required, as a condition of election or appointment, to agree to be bound in writing by and subject to these rules, 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 SLTA can enforce any breach at its option and in its sole discretion.

7.9 The members of the Management Committee may delegate any of the powers which are conferred on them by these rules to such person, or committee, by such means (including by power of attorney), to such an 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 authorise further delegation of the members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.

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

- (a) they become bankrupt or makes any arrangement or composition with their creditors generally; or
- (b) a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become physically or 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 SLTA; 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 their 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 SLTA by a decision of the LTA; or
- (g) they are requested to resign by all the other members of the Management Committee acting together; or.
- (h) their nominated Registered Venue ceases to exist.

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

## **8. Proceedings of the Management Committee**

8.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than three meetings each year. Any member of the Management Committee may call a Management Committee meeting by giving notice of the meeting to the other members of the Management Committee. Notice of the meeting must be given to each member of the Management Committee but need not be in writing.

8.2 The quorum of such meetings shall be four. Unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting. If the total number of members of the Management Committee is less than the quorum required, the members of the Management Committee must not take any decision other than a decision to appoint further members of the Management Committee in accordance with rule 7.6, above.

8.3 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling or unable to do so, the Chairman shall preside at every meeting of the Management Committee at which he is present. 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 he is unwilling to preside, or if 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 the number to be chairman of the meeting.

8.4 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 an additional vote).

8.5 The Management Committee may from time to time appoint from among its number and others from its Registered Venues, such Facilitation Groups 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 Facilitation Groups shall report their proceedings to the Management Committee within seven days of their meetings and shall conduct their business in accordance with the provisions of these rules which govern the taking of decisions by members of the Management Committee. The Management Committee may give the Facilitation Groups directions which prevail over these rules.

8.6 The Management Committee shall be responsible for the management of the SLTA and shall have the sole right of appointing and determining the terms and conditions of service of employees of the SLTA. The Management Committee shall have the power to enter into contracts for the purposes of the SLTA on behalf of all the Registered Venues.

8.7 The members of the Management Committee shall be entitled to an indemnity out of the assets of the SLTA for all expenses and other liabilities properly incurred by them in the management of the affairs of the SLTA.

## **9. LTA Councillor & County Safeguarding Officer**

9.1 The Management Committee shall appoint each year the representative[s] that the SLTA is entitled to nominate to serve on the Management Committee of the LTA and to fill any vacancies that may occur in such representation. Nominations and elections for the position(s) will be made at the nearest Management Committee meeting prior to the LTA's notification date.

## **10. Annual General Meeting**

10.1 The Annual General Meeting of the SLTA shall be held within six months of the end of each financial year of the SLTA, when the Management Committee shall decide each year to transact the following business:

- (a) to approve the minutes of the previous year's AGM
- (b) to receive the Management Committee's report of the activities of the SLTA during the previous year;
- (c) to receive and consider the accounts of the SLTA for the previous year, the Honorary Independent Examiner's report on the accounts and the Honorary Treasurer's report as to the financial position of the SLTA;

- (d) to remove or appoint the Honorary Independent Examiner or confirm that he will remain in office;
- (e) to elect the members of the Management Committee
- (f) to decide on any resolution which may be duly submitted in accordance with rule 10.2 below;
- (g) to deal with any special matters which the Management Committee desires to bring before the membership including any increase to registration fees if they are above those proposed by the LTA.

10.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing by the relevant Registered Venue or member of the Management Committee to the Honorary Secretary not less than 28 days before the meeting.

## **11. Extraordinary General Meetings**

An extraordinary general meeting of the SLTA may be called at any time by the Management Committee. If an extraordinary general meeting is called after receipt of Registered Venues' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Registered Venue requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Registered Venue requisitioning the meeting may call the meeting at any time before the expiry of a period of two months commencing on the date of that request.

## **12. Procedures at the Annual and Extraordinary General Meetings**

12.1 The Honorary Secretary shall send to the secretary or officer of all Registered Venues, at their last known address, written notice (by personal delivery, by posting or by sending it or supplying it in electronic form) of the date, time and place of the annual or extraordinary general meeting, together with the resolutions to be proposed thereat, 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. Nomination Forms must be received by the Honorary Secretary initially by email followed up by posted copy 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.

12.2 The quorum for the annual and extraordinary general meetings shall be ten registered venues. No business other than the appointment of the chairman of the meeting is to be transacted at the annual or extraordinary general meeting if the persons attending it do not constitute a quorum. The minimum of ten members who form the quorum should be present throughout the meeting. Should the meeting fail to remain a quorum at any time, the chairman of the meeting must adjourn the meeting. Any business concluded up to the adjournment of the meeting will stand.

12.3 The Chairman shall preside at all annual and extraordinary general meetings of the SLTA but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Registered Venues present and entitled to vote may choose one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Registered Venues present and entitled to vote may choose one of their number to be chairman of the meeting.

12.4 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 chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting.

12.4.1 When adjourning an annual or extraordinary general meeting the chairman 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 chairman must have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

12.4.2 If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the SLTA must give at least 7 days notice to the persons to whom notice of the SLTA's meetings is required to be given in accordance with rule 12.1.

12.4.3 No business may 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

12.5 Members of the Management Committee may attend and speak at annual or extraordinary general meetings. The chairman of the meeting may, in his absolute discretion, permit other persons who are not Members to attend and speak at a meeting.

12.6 The Honorary Secretary, or in his absence, another member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

### **13. Voting at Annual and Extraordinary General Meetings**

13.1 Every Registered Venue present shall have one vote and (subject to clause 14) resolutions shall be passed by a simple majority. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.

13.2 No objection may be raised as to the qualification of any person voting at a meeting except at that meeting or adjourned meeting at which the vote objected was tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting whose decision on the person's vote will be final and binding.

13.3 Any Registered Venue not being an individual may by resolution of its committee/board of management authorise such person aged 14 or over as it thinks fit to act as its representative at annual and extraordinary general meetings. A person so authorised is entitled to exercise the same powers on behalf of the Registered Venue as that Registered Venues could exercise as if it was an individual Member.

13.4 There shall be no right for a Registered Venue to vote by proxy. No person may represent more than one Registered Venue.

### **14. County Colours**

#### **14.1 Colours**

The colours of the Suffolk Lawn Tennis Association shall be gold, red and dark blue.

##### **(a) Colours**

Ladies; County badge with 'Suffolk LTA' and a brooch

Men; Tie consisting of gold, orange strips & SLTA traditional coat of arms on a blue background

##### **(b) Honorary Colours**

Ladies; Brooch

Men; Tie consisting of gold, orange strips & SLTA traditional coat of arms on a blue background

#### **14.2 Awards**

The Management Committee may award Colours to any player who has played in not less than two LTA inter-County cup competitions.

The Management Committee may also award Honorary Colours to any member who has given

outstanding services to the organisation. Colours shall be presented at the AGM or other suitable occasion.

#### **15. 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 Registered Venues present and entitled to vote at the general meeting, the notice of which contained particulars of the proposed alteration or addition.

#### **16. 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, desirable or appropriate, if they are consistent with these rules, the LTA Rules and the LTA Disciplinary Code. Such regulations, bye-laws and standing orders shall have effect until repealed by the Management Committee.

#### **17. Use of Facilities**

The SLTA agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the SLTA or an associate will be required, as a condition of such use, to agree to be bound by and subject to these rules, the LTA Rules and the 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 SLTA can enforce any breach at its option and in its sole discretion.

#### **18. Finance**

18.1 All moneys payable to the SLTA 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 SLTA.

18.2 Subject to rule 18.3, the income and property of the SLTA shall be applied only in furtherance of the objects of the SLTA and no part thereof shall be paid by way of bonus, dividend or profit to any Registered Venue.

18.3 The Management Committee shall have the power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Registered Venue or employee of the SLTA and to any other person or persons for services rendered to the SLTA. The remuneration of a member of the Management Committee, Registered Venue or employee of the SLTA 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.

18.4 The SLTA shall 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 SLTA or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the SLTA.

18.5 The financial transactions of the SLTA shall be recorded by the Honorary Treasurer in such manner as the Management Committee thinks fits.

18.6 Full accounts of the financial affairs of the SLTA shall be prepared each year. These accounts shall be duly examined by the Honorary Independent Examiner who shall certify in writing that they represent a true and honest representation of the SLTA's financial position. The accounts must be made available to every Registered Venue when notice concerning the annual general meeting is

given.

## **19. Borrowing**

19.1 The Management Committee may borrow a maximum total amount of £10,000 on behalf of the SLTA for the purposes of the SLTA from time to time at its own discretion and with the sanction of an annual or extraordinary general meeting any further money above that sum.

19.2 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 issues of debentures charged upon all or any part of the property of the SLTA.

19.3 The Management Committee shall have no power to commit the personal liability of any Registered Venue for repayment of any sums so borrowed.

19.4 The Trustees shall, at the discretion of the Management Committee, make such dispositions of the SLTA's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

## **20. Property and Trustees**

20.1 The Management Committee shall appoint Trustees on such terms as it may think fit, to hold office until death or resignation or until 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 SLTA 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 SLTA or the Committee in good faith be conclusive evidence of the fact so stated.

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

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

20.4 The Trustees shall be entitled to an indemnity out of the property of the SLTA for all expenses and other liabilities properly incurred by them in the discharge of their duties.

20.5 The Trustees shall in all respects act, in regard to any property of the SLTA held by them, in accordance with the directions of the Management Committee, and shall have the power to sell, lease, mortgage or pledge any SLTA property so held for the purpose of raising or borrowing money for the benefit of the SLTA in compliance with the Management Committee's directions (which shall be duly recorded in the minutes of the proceedings of the Management Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

20.6 The Trustees are entitled to receive minutes of Management Committee meetings and, on request, minutes of sub-committees.

## **21. Notices**

21.1 The SLTA can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipients' usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the SLTA 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 SLTA 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 SLTA 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 appropriate 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 SLTA 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 Registered Venues present and entitled to vote.

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 SLTA.

22.3 Any property remaining after the discharge of the debts and liabilities of the SLTA shall be paid or distributed as determined by the Management Committee to the LTA, any other non-profit making body with similar objects or any tennis related charity.

## **23. General**

Rules 4.5, 7.9 and 9.2 confer a benefit on the LTA and are intended to be enforceable by the LTA by the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the Registered Venues do not intend that any other term of these rules should be enforceable, by the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Member unless otherwise specifically stated to the contrary.