

Thornhill Tennis Club Constitution



The Combs, Dewsbury, WF12 0QL (Email address: thornhilltennisclub@outlook.com)

1 Name

The Club, established in 1994, is called THORNHILL Tennis Club of Dewsbury ("the Club").

2. Definitions

2.1 "the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 10;

"the YLTA" means YORKSHIRE County Lawn Tennis Association the governing body of tennis within the county of Yorkshire) : Email :info@yorkshiretennis.org.uk

"the Game" means the game of tennis;

"the Honorary Secretary" means the person elected from time to time to be the honorary secretary of the club in accordance with Rule 10;

"the Honorary Treasurer" means the person elected from time to time to be the honorary treasurer of the Club in accordance with Rule 10;

"the LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ (email info@lta.org.uk) and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

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

"the LTA Rules" means the rules of the LTA as in force from time to time; ["the Officers" means the persons appointed to the positions of, Chairman, Secretary, Treasurer and Welfare Officer

"the Management Committee" means the committee appointed under Rule 10 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 6;

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

The objects of the Club are:

(a) principally to provide facilities for and generally to promote, encourage and facilitate the



playing of the Game in the areas of Kirklees; Leeds and Wakefield and amongst the community of Dewsbury;

(b) to provide and maintain Club premises at Thornhill, The Combs, Thornhill, Dewsbury, WF12 0QL and club-owned tennis equipment for the use of its members;

(c) to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;

(d) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;

(e) to take and retain a membership of the Yorkshire LTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the Yorkshire LTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of anybody to which the LTA is registered or affiliated;

(f) to acquire, establish, own, operate and turn to account in any way [for the members' benefit] the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

(g) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;

(h) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the Yorkshire LTA (as appropriate);

(i) to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs; and

(j) to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4 Equal Opportunities

(a) This Club is committed to ensuring that equity and equal opportunities is incorporated across all aspects of its development.

(b) The Club respects the rights, dignity and worth of every person and will treat everyone equally within the context of tennis, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.



(c) The Club is committed to everyone having the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse.

(d) All club members have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.

(e) The Club will deal with any incidence of discriminatory behaviour seriously, according to club disciplinary procedures.

5. Application of Surplus Funds

5.1 The Club is a non-profit making organisation. Subject to Rule 26.3, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

5.2 Nothing in Clause 5.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Management Committee (without the member being present) and are agreed with the member on an arm's length basis.

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

6. Membership

6.1 Eligibility for membership

6.1.1 Persons of either sex are eligible for full membership of the Club. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.

6.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

6.1.3 The number of Members is unlimited.

6.2 Admission of Members

Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Every candidate for membership shall be considered by the Management Committee, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club. A person shall not be entitled to any privileges of the Club until his application for membership has been submitted, and he is admitted as a Member.

6.3 Conditions of membership

6.3.1 Each member (of each class) agrees as a condition of membership:



(a) All members to be bound by and subject to this constitution, the rules and regulations the club has adopted, and the regulations and codes of practice of the Yorkshire LTA (as in force from time to time);

(b) All members to be bound by and subject to the LTA Rules and the LTA Disciplinary Code;

(c) Members in each category will pay membership fees. The costs and timeframes for paying these fees will be determined at the Annual General Meeting and shown on the membership form;

(d) Individuals shall not be eligible to take part in the business of the Club, vote at general meetings or be eligible for selection of any Club team unless the applicable subscription has been paid by the due date and / or membership has been agreed by the Club committee.

(e) Members, their guests and visitors use the Club's facilities and courts at their own risk and with the understanding that Committee Members will not be held liable for any loss, damage, injury etc. howsoever caused.

(f) Members, their guests and visitors agree to abide by the rules of Thornhill Cricket & Bowling Club Limited in all respects.

6.3.2 Rule 6.3.1 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 6.3, 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.

6.3.3 The Management 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.

6.4 Classes of Members

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

a) **Full Club membership** Including: i) ADULT ii) JUNIOR [18 years +under as at 1st of April] iii) FAMILY (maximum 2 adults) iv) STUDENT v) SENIOR vi) UNEMPLOYED vii) Corporate or Group (Incorporated or unincorporated). Comprehensive details are shown on the membership forms

b) **Part-time Club membership** includes; i) ADULT a) seasonal, b) playing, c) Non-playing d) Social (Guardian or Parent)

6.4.2 Only Fully paid up Adult Members shall be entitled to receive notice of, attend and vote at general meetings. Full Junior members shall be represented at the meetings by their Parent or Guardian but cannot cast votes on their behalf. A member other than a Full paid up Adult Member shall be entitled to all the privileges of membership relevant to his class of



membership but shall not have the right to receive notice of, attend and vote at general meetings.

6.5 Subscriptions

6.5.1 The annual subscription for each type of Member shall be proposed from time to time by the Management Committee provided that the Management Committee shall ensure that the fees do not preclude open membership of the Club. The proposed fees shall be put to the members at the AGM (rule 6.3.1c) and voted upon.

6.5.2 The Members shall pay any annual subscription agreed at the AGM.

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

6.5.4 Any Member whose subscription is not paid by such date as the Management Committee shall decide each year and is more than one month in arrears shall be deemed to have resigned his membership of the Club.

7. Resignation

A Member may withdraw from membership of the Club on one month's clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

8. Expulsion

8.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member only for good and sufficient cause, such as conduct or character likely to bring the Club or the Game into disrepute.

8.2 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.

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

8.4 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 for the purpose of making his representations.

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

9. 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 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.

10. The Management Committee

10.1.1 The Club shall be managed by a Management Committee consisting of the following elected officers:

- a) the Chairman;
- b) the Honorary Treasurer
- c) the Honorary Secretary

10.1.2 In addition, there may also be the following elected officers:

- a) Vice Chairman
- b) The membership Secretary
- c) The Junior Coordinator
- d) no more than 3 other Members elected annually at the annual general meeting
- e) Welfare Officer
- f) Safeguarding Officer

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

10.2 Each member of the Management 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 is a fit and proper person prior to being elected.

10.3 The Club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the rules and regulations of the relevant Yorkshire 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.

10.4 The members of the Management Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Management Committee specify, any such delegation may authorise further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.

10.5 The Honorary Secretary shall send to the Members each year a nomination form for the election of members of 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 declare themselves to be fit and proper persons in accordance with Rule 10.2 and nominated by any two Full Members on the form prescribed by the Management Committee and must be submitted to the Honorary Secretary by such date as the Management Committee shall prescribe each year and must be signed for as set out by who must sign the form. No Member may nominate more than one candidate for any one vacancy.

10.6 Any person nominated as a member of the Management Committee must be a Full Member of not less than 6 months' standing.

10.7 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.

10.8 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 one year; they may however put themselves forward for re-election.

10.9 In addition to the members elected or appointed in accordance with this Rule 10, the Management Committee may co-opt up to three further Members who shall serve until the next annual general meeting. Co-opted members shall not be entitled to vote at the meetings of the Management Committee.

10.10 The Management Committee may appoint any full 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.

10.11 All members of the Management Committee must sign the Volunteer letter of Understanding prior to resuming their duties.

10.12 Retiring members of the Management Committee may be re-elected.

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

(a) he becomes bankrupt or makes any arrangement or composition with his 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) he resigns his office by notice to the Club; or



(e) he shall without sufficient reason for more than [three] consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or

(f) 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 Yorkshire LTA or the LTA; or

(g) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

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

11. Proceedings of the Management Committee

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

11.2 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than five meetings each year. The quorum for such meetings shall be five members (or acting members). The Chairman and the Honorary 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 Honorary Secretary shall give all the members of the Management Committee not less than two (2) days' notice of a meeting.

11.3 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Management Committee at which 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 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 their number to be chairman of the meeting.

11.4 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.

11.5 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.

11.6 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.

11.7 The Management Committee shall have power to authorise the payment of honoraria 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

12. Annual general meeting

12.1 The annual general meeting of the Club shall be held between 1st January and 1st March 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 Honorary Treasurer's report as to the financial position of the Club;
- (c) to elect or re-elect the Officers and other members of the Management Committee;
- (d) to decide on any resolution which may be duly submitted in accordance with Rule 12.2 below;
- (e) to deal with any other matters which the Management Committee desires to bring before the membership.
- (f) to approve or amend the Management Committee recommendation for the subscription for Membership
- (g) to approve or amend Rule changes proposed by the Management Committee.
- (h) to vote on specific motions as set out in the agenda.

12.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Honorary Secretary not less than 7 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



13.1 An extraordinary general meeting may be called for any reason relating to The Club.

13.2 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 Honorary Secretary of a requisition in writing signed by not less than one-third of 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 Honorary Secretary shall send to each Member at his last known address (physical or email) written notice of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 21 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.

14.2 The quorum for the annual and extraordinary general meetings shall be 5 Members or one-tenth of the membership of the Club (whichever is the greater number). No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

14.3 The Chairman shall preside at all meetings of the Club 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 Members present [and entitled to vote] may choose one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Members present (and entitled to vote) may choose one of their number to be chairman of the meeting.

14.4 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. 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. 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 in accordance with rule 14.1. No business can be transacted at adjourned annual extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

14.5 Members of the Management Committee may attend and speak at annual or extraordinary general meetings. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.



14.6 Each Full paid up 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 or additional vote.

14.7 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting.

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

14.9 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.

14.10 Members may vote by proxy. No person may represent more than one Member.

15. Guests

15.1 Any Member may introduce guests to the Club, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Management Committee, 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.

15.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 15.1 must abide by the laid down Guest policy in the club house. They must ensure the name and contact details of the guest together with the name of the introducer recorded in a book which must be kept on the Club's premises.

15.3 No one may be admitted as a guest on more than ~~three~~ six occasions in any calendar year.

16. Opening of Club premises

The Club is open at such other times or for such other periods as the Management Committee shall decide. The Club's facilities shall be available to the Members without discrimination.

17. Alteration of the rules

These Rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition. "Present and voting" means that when counting the votes, those members who are abstaining do not count in the total number of members for the purposes of calculating whether a resolution has been passed. For example,



at a meeting there are 100 members of whom 10 abstained, 61 voted in favour and 29 against, the resolution will be carried 2/3 as the total number of members present and voting is 90.

18. Regulations and Standing Orders

The Management Committee shall have power to make, repeal and amend such regulations and standing orders as it may from time to time consider necessary for the wellbeing of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club and also provided that they are agreed by the members at a general meeting.

19 Discipline and appeals

19.1 All concerns, allegations or reports of poor practice/abuse relating to the welfare of children and young people will be recorded and responded to swiftly and appropriately in accordance with the club's child protection policy and procedures. The Club Welfare Officer is the lead contact for all members in the event of any child protection concerns.

19.2 All complaints regarding the behaviour of members should be presented and submitted in writing to the Chairperson and handled in accordance with the laid down Complaints & Feedback Policy and Procedures.

19.3 The Management Committee will meet to hear complaints within 5 (five) days of a complaint being lodged. The committee has the power to take appropriate disciplinary action including the termination of membership.

19.4 Complaints & Feedback Policy and Procedures will be reviewed annually at a general meeting to ensure it is fit for purpose.

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

20. Use of Facilities

The Club agrees that no unlicensed and unregistered coaches and, so far as reasonably practicable, are permitted to use the facilities of the Club. Anyone permitted by the club to use the facilities 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 Yorkshire 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 Yorkshire LTA can enforce any breach at its option and in its sole discretion.

21. Finance

21.1 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 a) cheque signed



by two of the three signatories who shall be the Chairman, Honorary Secretary and Honorary Treasurer or b) Online by two of the two corporate administrators who shall be the Chairman, Honorary Secretary and Honorary Treasurer. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

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

21.3 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

21.4 The financial transactions including electronic banking on behalf of the club of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.

21.5 The Treasurer shall maintain in the accounts a **ring-fenced** amount of money for the SINKING FUND.

21.6 The Treasurer shall recommend to the MANAGEMENT COMMITTEE an amount based on the previous year's accounts to be added to the ring-fenced SINKING FUND.

21.7 The financial year of the club is from 1st January to the following 31st December. Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly inspected by an independent person appointed by the Management Committee.

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

21.9 The accounts must be made available to the leaseholder of the land, Thornhill Cricket & Bowling Club Limited annually and within 7 days of any request by Thornhill Cricket & Bowling Club Limited

21.10 The membership details, and if requested the membership application forms, must be made available to the leaseholder of the land, Thornhill Cricket & Bowling Club Limited annually and within 7 days of any request by Thornhill Cricket & Bowling Club Limited

22. Borrowing



22.1 The Management Committee may borrow a maximum total amount of 25 (twenty-five) thousand pounds 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.

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

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

23. Notices

23.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.

23.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.

23.3 If any notice or other information is sent by the Club by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

23.4 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.

24. Dissolution

24.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.

24.2 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.

24.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the members of

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the Club, but shall be given or transferred to Thornhill Cricket & Bowling Club Limited. In the event that Thornhill Cricket & Bowling Club Limited does not exist or refuses the property, then the property shall be given or transferred to one or more of the following sporting or charitable bodies (i) the LTA for use in community related initiatives for the Game within the area of Dewsbury; (ii) another registered community amateur sports club for the Game within the area of Dewsbury.

THORNHILL TENNIS CLUB hereby adopts and accepts this constitution as a current operating guide regulating the actions of members.

Position: _____	Position: _____
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____