

## UNINCORPORATED ASSOCIATION

### CONSTITUTION OF THE THRAPSTON & DISTRICT TENNIS CLUB (the “Club”)

#### INTERPRETATION AND OBJECTS

##### 1. Interpretation

###### 1.1 In this Constitution, unless the context otherwise requires:

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**By-laws:** means rules governing the regulation of the club;

**NLTA:** means Northamptonshire County Lawn Tennis Association;

**Conflict:** means a situation in which a Management Committee Member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

**Document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**Eligible Management Committee Member:** means a Management Committee Member who would be entitled to vote on the matter at a Management Committee meeting (but excluding in relation to the authorisation of a Conflict pursuant to Rule 10, any Management Committee Member whose vote is not to be counted in respect of the particular matter);

**Game:** means the game of tennis;

**Interested Management Committee Member:** has the meaning given in Rule 10.1;

**Junior Member:** means a Member aged 18 and under;

**LTA:** means the Lawn Tennis Association;

**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;

**Management Committee:** means the committee appointed under Rule 4 and co-opted, to manage the Club from time to time;

**Management Committee Member:** means a member of the Management Committee and includes any person occupying the position of Management Committee Member, by whatever name called;

**Member:** means a member of the Club admitted from time to time to membership of the Club in accordance with Rule 12 and **Membership** shall be construed accordingly (including the classes and categories of membership defined in the By-laws);

**ordinary resolution:** means a resolution requiring a simple majority (more than 50%) of the Members entitled to vote;

**special resolution:** means a resolution requiring a majority of not less than two thirds of the Members entitled to vote;

**Regulations:** means any rules, by-laws, regulations, standing orders, policies and procedures that are approved by the Management Committee and notified to the Members;

**General Meeting:** means an Annual General Meeting of Members or an Extraordinary General Meeting of Members;

**Singular/Gender:** means 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.

1.2 References to **Rule** or **Rules** are to the rules of this Constitution.

## 2. **Objects**

2.1 The main purposes of the Club are to provide facilities for and to promote participation in the amateur sport of tennis in the North Northamptonshire area.

2.2 The objects for which the Club is established are to:

2.2.1 provide facilities for and generally to promote, encourage and facilitate the playing of the Game amongst the community;

2.2.2 provide and maintain the Club's premises and Club-owned tennis equipment for the use of its Members;

2.2.3 provide the other ordinary benefits of an amateur sports club;

2.2.4 reinvest any surplus income or profits in the Club;

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

2.2.6 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.

2.3 To support the Objects, the Club is registered with the LTA and is a member of the NLTA.

## **MANAGEMENT**

### 3. **Number and Composition of the Management Committee**

3.1 Unless otherwise determined by ordinary resolution, the number of Management Committee Members shall be subject to a maximum of 9 and shall not be less than five.

3.2 The Club shall be managed by a Management Committee which comprising the following:

3.2.1 The Officers who are the Chairman, the Secretary, the Treasurer, the Membership Secretary and the Match Secretary;

3.2.2 And up to 4 co-opted members to fulfil roles assigned by the Committee.

3.3 At least three of the Management Committee Members must be unrelated or non-cohabiting.

3.4 Each Management Committee Member agrees to be bound by and subject to this Constitution, the rules and regulations of the NLTA, the LTA Rules and the LTA Disciplinary Code.

3.5 The Management Committee Members may exercise all of the powers of the Club for the purposes of the management of the Club. Where duly authorised by the Management Committee, a Member (whether or not a member of the Management Committee) or more than

one of them may enter into a contract as agent for the Membership. No contract entered into by a Member (or more than one of them) without authorisation of the Management Committee shall be binding on the Membership. A contract entered into without prior authority of the Management Committee may be ratified by decision of the Management Committee.

- 3.6 The Management Committee may delegate any of the powers that are conferred on them by this Constitution 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 Management Committee specifies, any such delegation may authorise a sub-delegation of its powers. The Management Committee may revoke any delegation or alter its terms and conditions.
- 3.7 The Management Committee Members from time to time shall be indemnified out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.
- 3.8 No Management Committee Member may bind the Club or its Members for any liability which exceeds the assets of the Club at the time.

#### **4. Appointment & Proceedings of the Management Committee**

- 4.1 The Officers of the Management Committee shall be elected at the annual general meeting each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the annual general meeting following their re-election or election (as the case may be).
- 4.2 The Management Committee may appoint any Member to fill an Officer vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.
- 4.3 Before any Management Committee Member is elected, appointed or co-opted the Club must:
  - 4.3.1 consider the skills and diversity of the prospective Management Committee Member;
  - 4.3.2 consider whether the perspective Management Committee Member would satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Club;
  - 4.3.3 ensure he/she signs a letter of appointment which sets out the role and the responsibilities the elected Management Committee Member is expected to fulfil;
  - 4.3.4 ensure he is a Member of the club;
  - 4.3.5 in the case of an individual who has a financial interest in the Game, obtain the details in writing of all such interests before such an election or nomination; the Management Committee retains the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

#### **5. Retirement of Management Committee Members**

- 5.1 Any Management Committee Member who is appointed or co-opted shall hold office until retirement at the next Annual General Meeting.
- 5.2 A retiring Officer of the Management Committee may offer himself for re-appointment by the Members and a Management Committee Member that is so re-appointed will be treated as continuing in office without a break. A retiring co-opted member may offer himself for re-appointment by the Management Committee and a Management Committee Member that is so re-appointed will be treated as continuing in office without a break.

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

5.3.1 he resigns his office by notice to the Club; or

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

## **6. Members' reserve power**

6.1 The Members may, by special resolution, instruct the Management Committee to take, or refrain from taking, any specified action.

6.2 No such special resolution invalidates anything which the Management Committee have done before the passing of the resolution.

6.3 Matters concerning fundamental changes to the organization or infrastructure of the Club require approval by ordinary resolution of the Members.

## **7. Calling a Management Committee Meeting**

7.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 4 meetings each year.

7.2 The Chairman shall be the chairman of the Management Committee; however, if there is no person holding that office, or if the Chairman is unable to preside, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.

## **8. Quorum for Management Committee Meetings**

8.1 Subject to Rule 8.2, the quorum for the transaction of business at a Management Committee meeting is at least 40% of the Management Committee Members appointed at the time of the meeting (save where there are less than 4 Management Committee Members in which case, the quorum shall be 2 Eligible Management Committee Members).

8.2 For the purposes of any meeting (or part of a meeting) held pursuant to Rule 10 to authorise a Conflict, if there is only one Eligible Management Committee Member in office other than the Interested Management Committee Member(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Management Committee Member.

8.3 If the total number of Management Committee Members in office for the time being is less than the quorum required, the Management Committee Members must not take any decision other than a decision:

8.3.1 to appoint further Management Committee Members; or

8.3.2 to call a general meeting so as to enable the Members to appoint further Management Committee Members.

## **9. Voting Within Management Committee Meetings**

9.1 Decisions of the Management Committee shall be made by a simple majority.

9.2 If the number of votes for and against a proposal at a Management Committee meeting are equal, the chairman or other Management Committee Member chairing the meeting shall have a casting vote.

## 10. Management Committee Member Conflicts

- 10.1 The Management Committee may, in accordance with the requirements set out in this Rule, authorise any Conflict proposed to them by any Management Committee Member.
- 10.2 Any authorisation under this Rule 10 shall be effective only if:
- 10.2.1 the matter in question shall have been proposed by any Management Committee Member for consideration in the same way that any other matter may be proposed to the Management Committee Members under the provisions of this Constitution;
  - 10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Management Committee Member; and
  - 10.2.3 the matter was agreed to without the Interested Management Committee Member voting or would have been agreed to if the Interested Management Committee Member's vote had not been counted.
- 10.3 Any authorisation of a Conflict under this Rule 10 may (whether at the time of giving the authorisation or subsequently):
- 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 10.3.2 provide that the Interested Management Committee Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Management Committee or otherwise) related to the Conflict;
  - 10.3.3 provide that the Interested Management Committee Member shall or shall not be an Eligible Management Committee Member in respect of any future decision of the Management Committee in relation to any resolution related to the Conflict;
  - 10.3.4 impose upon the Interested Management Committee Member such other terms for the purposes of dealing with the Conflict as the Management Committee think fit;
  - 10.3.5 provide that, where the Interested Management Committee Member obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Management Committee Member of the Club) information that is confidential to a third party, he shall not be obliged to disclose that information to the Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and
  - 10.3.6 permit the Interested Management Committee Member to absent himself from the discussion of matters relating to the Conflict at any Management Committee meeting and be excused from reviewing papers prepared by, or for, the Management Committee to the extent they relate to such matters.
- 10.4 Where the Management Committee authorise a Conflict, the Interested Management Committee Member shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Management Committee in relation to the Conflict.
- 10.5 The Management Committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Management Committee Member prior to such revocation or variation in accordance with the terms of such authorisation.
- 10.6 Provided he has declared the nature and extent of his interest, a Management Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:

- 10.6.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
- 10.6.2 shall be an Eligible Management Committee Member for the purposes of any proposed decision of the Management Committee in respect of such existing or proposed transaction or arrangement in which he is interested;
- 10.6.3 shall be entitled to vote at a Management Committee meeting in respect of such existing or proposed transaction or arrangement in which he is interested;
- 10.6.4 may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Management Committee Member;
- 10.6.5 may be a Management Committee Member or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested; and
- 10.6.6 shall not, save as he may otherwise agree, be accountable to the Club for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate.

## **11. Record of Decisions to be Kept**

- 11.1 Where decisions of the Management Committee are taken by electronic means, such decisions shall be recorded by the Management Committee in permanent form, so that they may be read with the naked eye.
- 11.2 Copies of minutes of Management Committee meetings shall be displayed in the clubhouse to facilitate communication with the Members and promote transparency in its decision-making.

## **MEMBERSHIP**

### **12. Membership**

- 12.1 Membership of the Club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of the Game.
- 12.2 There are 2 classes of Members: voting and non-voting members. The Management Committee may establish different categories within these classes and set out the different rights and obligations for each category on a non-discriminatory and fair basis, with such rights and obligations recorded in the by-laws.
- 12.3 The Club shall admit to Membership an individual who applies to the Club using the application process approved by the Management Committee (see by-laws).
- 12.4 The Management Committee may refuse Membership only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal may be made to the Members.
- 12.5 All Members must pay to the Club Membership fees to be decided by the Management Committee from time to time provided that the Club shall keep Membership fees at levels that will not pose a significant obstacle to people participating.
- 12.6 The Management Committee may at their discretion accept a proportionally reduced fee for a part year. The Management Committee may, at its discretion, make a refund to a Member

who becomes unable to use the Club for a substantial part of the year, on account of injury, illness or departure from the district.

12.7 Honorary Membership including Honorary Life Membership, shall be strictly limited and at the discretion of the Committee, by way of reward for special services to the Club.

12.8 Each member agrees as a condition of membership:

12.8.1 to be bound by and subject to this Constitution;

12.8.2 to comply with, uphold, and be bound by the Rules and Regulations of the NLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code.

12.9 No candidate who has been accepted as a Member shall be entitled to the privileges of Membership until he or she has paid the Membership fee.

12.10 The number of members is unlimited. At any one time, the Membership shall not consist of more than 50% of Members that are not actively participating in the Game.

12.11 Members may bring visitors to the Club as outlined in the by-laws.

### 13. **Expulsion of Member**

13.1 The Committee shall have the power to terminate or suspend the membership of any Member or to exclude any Member or visitor whom it considers guilty of a breach of the Club's Regulations or of misconduct or offensive behaviour to any Member, visitor or employee, whether on the Club's premises or elsewhere.

13.2 The process is documented in the by-laws.

### 14. **Votes of Members**

14.1 At any general meeting every Member who is present in person shall on a show of hands have one vote.

14.2 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.

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

14.4 The Chairman of the Club shall hold a deliberative as well as a casting vote at general and committee meetings; in each case at the time the meeting commences its business.

## **GENERAL MEETINGS**

### 15. **Annual General Meeting**

15.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:

15.1.1 to receive the Chairman's report of the activities of the Club during the previous year;

15.1.2 to receive and consider the accounts of the Club for the previous year and the Treasurer's report as to the financial position of the Club;

15.1.3 to elect the Officers of the Committee;

- 15.1.4 to deal with any other matters which the Management Committee desires to bring before the Membership.
- 15.2 No period greater than fifteen months shall elapse between one annual general meeting and the next.
- 16. Extraordinary General Meeting**
- 16.1 An extraordinary general meeting may be called at any time by an ordinary resolution of the Management Committee and shall be called within 14 days of receipt by the Secretary of a requisition in writing signed by not less than 10% of the Members stating the purposes for which the meeting is required and the resolutions proposed.
- 17. Procedures at the Annual and Extraordinary General Meetings**
- 17.1 Members must be notified of any resolution proposed to be moved at general meetings not less than 14 days before the meetings.
- 17.2 The quorum for the annual and extraordinary general meetings shall be 5% of the voting Members of the Club. 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.
- 17.3 Procedures for general meetings are outlined in the by-laws.
- 18. Change of Club Name**
- 18.1 The name of the Club may be changed by a decision of the Management Committee or a special resolution of the Members.

## **FINANCIAL**

- 19. Finances**
- 19.1 All surplus income or profits are to be reinvested in the Club. No surpluses or assets shall be distributed to Members or third parties. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 19.2 All moneys payable to the Club shall be received by the person(s) 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 in excess of two hundred pounds shall be drawn from that account except by cheque signed by two of the three signatories who shall be the Treasurer and other Management Committee Members as decided by the Management Committee.
- 19.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any Management Committee Member, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a Management Committee Member, 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.
- 19.4 The Club may pay any reasonable expenses that the Management Committee Members properly incur in connection with their attendance at meetings of the Management Committee or at annual or other 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.
- 19.5 The Management Committee shall have the power to authorise a nominated member of the Management Committee to hold a cash float and maintain a cash-book of income and

expenditure for the purposes of providing refreshments at the club for members and visitors, with net takings being recorded in the annual accounts.

19.6 The financial transactions of the Club shall be recorded in such a manner as the Management Committee thinks fit by the Treasurer and scrutinised by a Member of the Committee from time to time as it sees fit.

19.7 A statement of the Receipts and Payments of the Club shall be prepared each year and reviewed by a qualified accountant annually before presentation to the AGM.

## 20. **Borrowing**

20.1 The Management Committee may borrow a maximum total amount of £5000 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.

20.2 When so borrowing the Management Committee shall have the 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).

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

## 21. **Property**

21.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees to deal with the property in accordance with the Constitution. Such persons 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.

21.2 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.

21.3 The Trustees shall be indemnified out of the assets of the Club by the Club, and the Management Committee shall pay all costs, losses and expenses which any such person may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge their duties. The Management Committee may give to any Trustee, 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.

21.4 The Trustees of the Club shall be appointed from time to time as necessary by the Club in a general meeting from among the Members who are willing to be so appointed. A Trustee shall hold office during his life, or until he resigns by notice in writing given to the Management Committee or until a resolution removing him from office is passed at a general meeting by special resolution.

21.5 On the death, resignation or removal from office of a Trustee the Management Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his 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.

21.6 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 Management 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 Management Committee's directions. But no purchaser, lessee or mortgagee will be concerned to enquire whether any such direction has been given.

21.7 The Trustees shall be not more than four or less than two.

## **22. Limitation of Liability**

22.1 The Member's liability under the indemnities at Rule 3.8 and Rule 21.3 is limited to the assets of the Club.

## **OTHER MATTERS**

### **23. Use of Facilities**

23.1 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 this Constitution, the rules and regulations of the NLTA, the LTA Rules and the LTA Disciplinary Code.

### **24. Means of Communication to be Used**

24.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

24.1.1 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;

24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

24.1.3 if properly addressed to an electronic address notified by the intended recipient to the Club and sent or supplied by electronic means (including without limitation e-mail address, social network account, or other widely accepted electronic address), one hour after the document or information was sent or supplied;

24.1.4 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.

For the purposes of this Rule, no account shall be taken of any part of a day that is not a Business Day.

24.2 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 will be deemed to be present in person at the meeting and will accordingly be counted in the quorum and be entitled to vote.

## **25. Dissolution**

- 25.1 A resolution to dissolve the Club shall be proposed only at a general meeting and shall be passed by a special resolution of the Members present and voting.
- 25.2 The dissolution shall take effect from the date of the resolution and the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 25.3 Upon dissolution of the Club, and after discharging any debts, any remaining assets shall be given or transferred to another registered CASC, a registered charity or the LTA for use in related community sports.

## **26. Alteration of the Constitution**

- 26.1 This Constitution may be altered by resolution at a 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.
- 26.2 A proposal to change the Constitution must be submitted in writing to the Secretary who shall circulate the proposal to all members and allow seven days for submission of any amendments before calling a meeting in accordance with Rule 17.1.
- 26.3 All proposals for changes to the Constitution shall be signed by two Members eligible to vote.

## **27. Regulations**

- 27.1 The Management Committee shall have power to make, repeal and amend such Regulations, as it may from time to time consider necessary for the wellbeing of the Club provided that such Regulations shall not prejudice the Club's status as a Community Amateur Sports Club.
- 27.2 A copy of the Regulations made by the Committee shall be available in the Club and all Members shall be deemed conversant therewith.

## **Amendment History**

Version 1. Issued April 2021