



## **CLUB CONSTITUTION & BY-LAWS**

### **CONSTITUTION**

#### **DEFINITIONS**

1. In the Rules, unless the context requires otherwise:
  - “The Club” means the Troon Lawn Tennis Club;
  - “The Rules” or “These Rules” mean the rules set out in this document;
  - “Member” means a member of the Club;
  - “LTA” means LTA CLG and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;
  - “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.

#### **THE CLUB**

2. The Club shall be called “THE TROON LAWN TENNIS CLUB” and shall be composed of Members who have been admitted as provided for in the Rules.
3. The Club shall take and retain a membership of the County 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 CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any Body to which the LTA is registered or affiliated.
4. The Club is constituted by these Rules as a non-profit making Members Club. In no circumstances during the continuance of the Club, shall any assets or surplus funds be distributed to any Member or other person nor to any organisation which is not itself either constituted as non-profit-making or a charity.

#### **THE OFFICERS AND COMMITTEE**

5. a) There shall be a Management Committee who shall be at least 9 in number, including a President, Vice-President, Secretary, Treasurer, Membership Secretary, Ex-officio and 4 Members, all of whom shall be elected for one year at the Annual General Meeting of the Club. Any vacancy during the year may be filled by the Committee. Any four Members of the Committee shall form a quorum. The Committee shall have the power to appoint such sub-committees as they deem necessary.



- b) Subject to the terms of agreement with the Management Committee, the Club Coach shall be a Member of the Committee, but shall not have a vote in any of its deliberations.
6. All heritable property which may now belong to the Club, or which they acquire, shall be vested in the President, Vice president, Secretary and Treasurer for the time being, and their successors in office, respectively, as Trustees on behalf of the Club and individual Members thereof, with the power to them as Trustees foresaid on being duly authorized by a resolution passed at a meeting duly convened in terms of Rule 10 or Rule 11 by a majority of the Members of the Club entitled to vote, to lease, sell and dispose of the said Heritable property or any part thereof, by Public Roup or Private bargain, and to borrow money on the security of the said Heritable property or any part thereof, and to sign all necessary Deeds thereof.
7. 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 LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgment that: (i) the agreement confers a benefit upon the LTA; (ii) the agreement creates third party rights in the LTA's favour; (iii) both or one of the LTA and/or the club can enforce any breach at its/their option and in its/their sole discretion; (iv) the agreement may not be varied, amended or revoked without the prior written consent of the LTA; and (v) the identity of each member of the Management Committee shall be notified to the LTA by the Club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.
8. All Bye-laws made by the Committee, which can be changed at any time by a Committee majority, shall be binding on every Member.

## **FINANCE**

9. The Treasurer shall keep an account of all income and expenditure on behalf of the Club. The Membership Secretary shall receive and manage Club subscriptions. The Accounts for the year to 30 September shall be audited at the close of the season by an Auditor appointed at the Annual General Meeting who shall certify an Abstract of the year's Income and Expenditure for submission to the ensuing Annual General Meeting.



## MEETINGS

10. The Annual General Meeting shall be held on or before the 30 November each year. Fourteen days notice of such a meeting shall be given to Members. Any five Members present shall form a quorum.
11. Special General Meetings may be held at any time on the instructions of the Committee, or on receipt of a requisition by the Secretary signed by not less than five members of the Committee, or 10 Members of the Club, and stating the business for which the meeting is desired. Fourteen days notice of such meetings shall be given to Members.

## MEMBERSHIP

12. Membership is open to all and no application for Membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of race, occupation, sex or religion, political or other opinion.
13. Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide.
14. Membership shall include a) Senior Full; b) Family; c) Under 25; d) Junior; e) Associate; f) Winter (Senior, U25, Junior, Family and Associate); g) Country; h) Temporary; i) Honorary Life.
  - a) SENIOR – Full Members shall have reached the age of 18 on 31 March.
  - b) FAMILY – Two Seniors plus all juniors of the same household under the age of 25.
  - c) UNDER 25 – must be under the age of 25 at 31 March.
  - d) JUNIOR MEMBERS – These will fall into the following categories as at 31 March: Under 11; Under 18. Under 8's must be accompanied by a parent or guardian. Under 11s can play with a non-member adult.
    - 14 (d)(1) a child who is parent or guardian of a full senior member and who is under the age of 8 on 31 March shall be deemed to be a member with no subscription payable
  - e) ASSOCIATE – shall only be permitted to play before 4.00pm Mondays to Fridays.
  - f) WINTER – shall only be permitted to play between 1 October and 31 March.
  - g) COUNTRY – must have a permanent address outwith a 25 mile radius of the Club. Only Senior Members are eligible.
  - h) TEMPORARY – non-members may become temporary Members of the Club on payment of an appropriate subscription. Temporary Members may not play at times when equivalent Full Senior or Junior Members are not permitted to play. The Committee



reserves the right to refuse Temporary Membership at times when the courts are in full use.

- 19 HONORARY LIFE MEMBERSHIP – shall be strictly limited and at the discretion of the Committee by way of reward for special services to the Club.
15. The President, Vice President, Secretary and Treasurer shall be regarded as Honorary Members of the Club, but such membership shall not of itself convey the right to play.
16. Junior Members shall have the use of such of the courts as may be assigned by the Committee.
17. Senior Members shall each be entitled to introduce guests. See Byelaws for details.
18. Associate, Winter, Country and Junior Members may attend, but shall not be entitled to vote at meetings of the Club, nor shall they have any interest in the property or assets of the Club.
19. Each Member agrees as a condition of membership:
- 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.
20. Rule 19 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to provide third party rights to and to be enforceable by the LTA at its option and in its sole discretion. No amendment, variation, or revocation may be made to the terms of Rule 19 without the prior written consent of the LTA. The identity of each Member shall be notified to the LTA by the club in accordance with the LTA's directions from time to time. Such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation. For the avoidance of doubt, the Members do not intend that any term of these Rules, apart from Rule 19, should be enforceable by any person who is not a party to this agreement.
21. The Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in these Rules.

## **SUBSCRIPTIONS**

22. The subscriptions shall be determined each year at the Annual General Meeting. The annual subscription falls due on 1 April each year. All annual subscriptions shall be payable on or before 1 April. All Members should pay before commencing to play.



23. If any subscription remains unpaid after the first day of April, it shall be deemed to be in arrears, and the Member concerned may not play thereafter until the subscription is paid. No Member shall be allowed to participate in any competition run by the Club or to represent the Club in matches, if his or her subscription is, within the meaning of this rule, in arrears.

#### **AIMS AND OBJECTIVES**

24. The Club shall provide facilities for lawn tennis and generally promote, encourage and facilitate the playing of lawn tennis in the area of Troon and amongst the community.
25. The Club shall promote sports equity. Sports equity is about fairness in sport, equality of access, recognising inequalities and taking steps to address them. It is about changing the culture and structure of sport to ensure it becomes equally accessible in society.
26. The Club shall provide and maintain club premises at Victoria Drive, Troon and Club owned tennis equipment for the use of its Members.
27. The Management Committee shall do all such things that it thinks fit to further the interests of the Club.

#### **GENERAL**

28. These Rules shall only be altered with the concurrence of a majority of the Members present at an Annual General Meeting to be convened in terms of Rule 10 hereof. The proposed alterations shall be specified in the Notice calling the Meeting.
29. The Club shall not be dissolved except by resolution passed at a meeting duly convened in terms of Rule 10 by a majority of the Members of the Club entitled to vote in terms of Rule 18 hereof. If, upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be given or transferred to some other organisation or organisations having objects similar to the objects of the Club, such organisation or organisations to be determined by the Members of the Club by Resolution passed at a General meeting at or before the time of dissolution, and in so far as effect cannot be given to such provision then to some charitable object.
30. Injury, loss of property etc. – Members or visitors leaving unattended equipment, clothing or other property at the Club do so at their own risk and the Club shall not be responsible for any loss, damage or injury resulting from this or any other cause.



31. The club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the club will be required, as a condition of such use, to agree to be bound by and subject to these Rules, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon the LTA; (ii) the agreement creates third party rights in the LTA's favour; (iii) both or one of the LTA and/or the club can enforce any breach at its/their option and in its/their sole discretion; (iv) the agreement may not be varied, amended or revoked without the prior written consent of the LTA; and (v) the identity of each person to whom such agreement relates shall be notified to the LTA by the club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

Signed Jayne Carson 14.11.2020

#### **BYE-LAWS**

1. The Club shall be under the exclusive management of the Committee.
2. Appropriate tennis clothing and sports footwear must be worn. (No jeans/sandals). Clothing which represents team colours (such as Football/ Rugby tops of any kind) are not allowed.
3. Members who are not playing shall not behave in such a way as to disturb those who are playing and shall not use the Club as a general meeting place. Non-members not intending to play tennis may not frequent the Club.
4. Booking of courts is always required by all categories of member using the Clubspark/ LTA system.
5. Tennis balls are to be provided by members. The Club will provide balls for matches and tournaments.
6. Food is not allowed on the courts.
7. On payment of annual subscription, members will be issued with shoe tags which should be worn at all times.



8. Any two members of the Committee shall have the power to close the courts whenever they consider unfit for play. The Committee shall have the power to reserve all of any of the courts for matches and tournaments when required, of which due intimation should be given.
9. The Bowling Club is out of bounds except when retrieving balls from the grounds, when the gate must be used.
10. Seniors and U25 shall have priority as follows: -  
Courts 4 and 5, Monday to Friday 10am - 4pm  
Courts 1, 2 and 3, Monday to Thursday from 7pm onwards  
Courts 1, 2 and 3, Saturday and Sundays between 2 and 5pm
11. Juniors (U11 with non-member parent and U18 members) shall have priority on all courts week days between 4pm and 6pm and on Saturdays and Sundays until 1pm. Outwith these times, Juniors may book a court only one hour in advance of playing time.
12. Associates may play up to 4pm Monday to Friday only, and have priority on Courts 1 and 2 between 9am and noon. They are not eligible to be signed in as Visitors outwith these times.
13. Floodlights must not be used after 10pm.
14. Bookings for floodlit tennis are limited to one hour. If at the start of playing time, the court is free the hour after the one booked, this can also be booked and tokens inserted.
15. During the hours of darkness when courts are busy, members may not play using reflected lights of other courts.
16. Winter and Country members shall be eligible for team selection.
17. Up to 5 Guests can be introduced by U25 and Senior members only in one year. Winter members may sign on 3 guests in a year. They must be recorded in the club's guest booking system. No individual can be signed in to TLTC as a guest on more than 5 occasions in a year (1 April to 31 March). The committee reserve the right to authorise taster sessions for prospective new members.
18. COVID regulations – no gathering or spectating on or off court is permitted at any time. Members are required to vacate the court and premises prior to the end of their booking time to allow the next booking to access the Club and courts safely.



19. The Committee reserves the right to enforce any of the above and to change the Bye Laws as necessary.