

WEST MERSEA TENNIS CLUB (including Croquet) CONSTITUTION

PREAMBLE and INTERPRETATION

- i. This is the Constitution of the West Mersea Tennis Club (including Croquet) incorporated as the West Mersea Tennis Club Ltd and issued in accordance with Paragraph 38 of the Articles of Association and as agreed at the Annual General Meeting of the Club held on 11 March 2023. It being further noted and agreed that the Constitution hereinafter referred to as the "Constitution" shall replace any previous Constitution of the Club.*
 - ii. The titles "Club" (West Mersea Tennis Club, including Croquet) and "Company" (West Mersea Tennis Club Ltd) are interchangeable according to the usage, intent or context*
 - iii. Notwithstanding the above, nothing in the Constitution shall contradict that contained in the Articles of Association of the West Mersea Tennis Club Ltd, which take precedence at all times.*
 - iv. A copy of the Articles of Association shall be available to any member on application to the Club Secretary.*
 - v. Paragraph headings are provided for convenience only and do not affect the interpretation of this Constitution and Rules. Where a word, or series of words, is given a meaning within this Constitution and Rules that meaning shall apply throughout unless changed by specific description or context. Words used herein where regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, or as the context requires. The words "such as", "including", "particularly" and similar expressions are not used as, nor intended to be interpreted as words of limitation.*
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1 Name

West Mersea Tennis Club, including Croquet ("the Club")

Incorporated as West Mersea Tennis Club Limited ("the Company")

2 Definitions

"LTA" means the Lawn Tennis Association of Great Britain.

"ECTLA" means Essex Lawn Tennis Association.

"CA" means the Croquet Association.

"EAF" means the East Anglian Croquet Federation.

"Game" means the game of tennis and/or croquet.

"Officers" means the Officers of the Club, Chairman, Secretary, Treasurer, and Welfare Officer

"Committee" means the Management Committee elected to manage the Club

"Chairman" means the person elected from time to time to be the Club Chairman.

"Secretary" means the person elected from time to time to be the Club Secretary.

"Treasurer" means the person elected from time to time to be the Club Treasurer.

"Welfare Officer" means the person elected from time to time to be the Club Welfare Officer.

"Member" means a Member of the Club admitted from time to time to Membership of the Club in accordance with Paragraph 5 of the Constitution.

"Guest" means a guest of a Member for the session.

"Visitor" means a member of the public who books a court for a session

"Director" means a Member of the Club appointed to be a Director of the Limited Company.

"AGM" means Annual General Meeting

“EGM” means Extraordinary General Meeting

“Clubhouse” means the building situated in The Glebe Playing Fields, West Mersea, Essex

“Club Premises” means the Clubhouse together with all outbuildings, courts and land forming part thereof and leased from West Mersea Town Council

“Court” means those areas of the Club Premises laid out for the playing of the Game

3 Limited Company & Directors

- 3.1 The Club is incorporated as a company limited by guarantee. Its company number is 12750365 and the registered office is 22 High Street, West Mersea, Colchester CO5 8QD or as amended from time to time and registered at Companies House.
- 3.2 The Directors of the Club Company are appointed by the Directors. There shall be a minimum of three Directors, including the Chairman. Directors must be Full Club Members, albeit not necessarily Committee Members. The Chairman shall be a Director.
- 3.3 In all respects the Directors are subject to the terms and obligations as set out in the Articles of Association
- 3.4 Directors who cease to be Club Members must resign their directorship.

4 The objects of the Club are:

- 4.1 Principally to provide facilities for, and generally to promote, encourage and facilitate the playing of the Game
- 4.2 To provide and maintain the Club Premises at the Glebe, leased from West Mersea Town Council, together with Club-owned tennis and croquet equipment, for the use of its Members
- 4.3 To provide other ordinary benefits of an amateur sports club including but not limited to the provision of suitability qualified coaches, coaching courses, public liability insurance, basic first aid equipment and post-match refreshments
- 4.4 To sell or supply food or drink as a social adjunct to the purposes of the Club
- 4.5 To use or hire out the Clubhouse
- 4.6 To do all such other things as the Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote participation at all levels of the Game, or as are otherwise incidental or conducive to the attainment of all or any of the objects of the Club

5 Club Membership & Fees

- 5.1 All persons over 18 are eligible for full Membership of the Club. There shall be no restrictions on eligibility for Membership.
- 5.2 The number of Members is limited at the discretion of the Committee, due to availability of facilities.
- 5.3 Any person who wishes to become a Member must apply in such manner as the Committee shall decide. Committee will admit a candidate to Membership of the Club unless to do so would be contrary to the best interests of the Club and/or the Game or the good repute.
- 5.4 There shall be the following classes of Members of the Club:
Full Member, Social Member, Junior Member (age 4-18) Student Member (18+ in full time education)
Only Full Members shall be entitled to receive notice of, attend and vote at general meetings.

- 5.5 The annual subscription for each type of Member shall be recommended by the Committee for approval by Members at an AGM.

The Club will ensure that the fees set do not unreasonably preclude Membership of the Club. Members agree to pay those subscription fees when so requested.

A subscription rate for Family Membership, comprising two adults and junior Members living in the same household, will be offered.

Any Member whose subscription is more than two months in arrears shall be deemed to have resigned his Membership of the Club. Any subsequent play by that former member must be accompanied by the external court fees as determined from time to time by the Committee.

- 5.6 All Members, Coaches and Guests, shall be bound by the Club Constitution, and where appropriate to the circumstances the LTA or the CA Rules including their respective Disciplinary Codes.

Notwithstanding the above the Constitution's rule 6, "Behaviour, Suspension & Expulsion" shall take precedence except only where the circumstances dictate the LTA or CA Disciplinary Codes must apply.

- 5.7 A Member may withdraw from Membership of the Club at any time. There is no entitlement to a refund of annual subscription, and the Membership is not transferable.

6 Club Behaviour, Suspension & Expulsion

- 6.1 Members will act politely and courteously towards each other, and any other persons connected with the Club. Members will comply with any code of behaviour issued by the Club, available on the Club's website. In particular, the Club will not tolerate any form of bullying or exclusion.

- 6.2 Any behaviour of concern should initially be reported to the Welfare Officer, who will consider whether the matter is capable of informal resolution. If so, such informal action as considered appropriate by the Welfare Officer will be taken in accordance with the Club's safeguarding policy, available on the Club's website.

- 6.3 If the matter cannot be resolved by informal action or is considered by the Welfare Officer and/or the Committee to require formal resolution, the Committee will investigate the matter at a formal meeting, and if appropriate, will consider suspension or expulsion of the Member in accordance with the safeguarding policy.

The Member shall be invited to attend a disciplinary meeting with the Committee having been given at least seven days notice of it, and will be given an opportunity to address concerns raised. The Member may be accompanied by a companion.

- 6.4 At the conclusion of the disciplinary meeting, and based upon their findings, the Committee may suspend or expel the Member, following a vote of no less than two thirds of those entitled to attend in favour of such action.

- 6.5 The Committee may exclude the Member from the Club's premises until the disciplinary meeting has been held.

- 6.6 The Member may appeal against the Committee's decision, by notifying the Committee who shall put the matter to the Club's Members at an EGM, and where the matter will be decided by a majority vote of Members present and voting and, notwithstanding Paragraph 11.2 of the Constitution, this must be at least 50% of those members eligible to attend.

- 6.7 In the event of suspension or exclusion of a Member, Committee is not obliged to refund any subscription.

7 Club Management Committee

- 7.1 In accordance with and subject to Paragraphs 5 and 6 of the Articles of Association the Club shall be managed by a Management Committee consisting of:
Chairman, Secretary, Treasurer, Welfare Officer and up to eight other Club Members elected annually at the AGM. Other Members to be responsible for such areas as determined by Committee.
- 7.2 The Committee may exercise all of the powers of the Club for the purposes of the management of the Club. The power of individual Committee Members extends only to the day to day responsibilities commensurate with their agreed functions. Committee Members will always act with due diligence in the best interests of the Club and its Members.
- 7.3 Prior to a forthcoming AGM the Secretary shall send to the Members an invitation for nominees for Committee appointment. A nomination form shall be sent to interested Members and/or nominators. Nomination forms must be signed by two full Members and the nominee. The form must be submitted to the Secretary at least seven days before the AGM. An indication of any interest for a role may be included. Committee Members who are willing to continue in their roles, need not be nominated, albeit they must be re-elected.
- 7.4 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 AGM. If there is more than one candidate for any particular vacancy there shall be an election at the AGM for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 7.5 In addition to the Members elected or appointed in accordance with this Rule 7, the Committee may co-opt up to any number of further Members up to the maximum limit provided in 7.1, who shall serve until the next AGM. Co-opted Members shall be entitled to vote at Committee meetings.
- 7.6 Any Committee Member may form a sub-committee to assist them in their respective duties.
- 7.7 A member of the Committee shall be deemed to have vacated office if that person either:
 - a) becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - b) is confirmed by a registered medical practitioner to be medically unfit to serve on Committee;
 - c) is prevented by a court order from personally exercising any powers or rights;
 - d) resigns his office by notice to the Club;
 - e) without sufficient reason misses more than three consecutive Committee meetings;
 - f) is suspended or excluded from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the ECLTA or the LTA.
- 7.8 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 Committee. The Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

8 Proceedings at Club Committee Meetings

- 8.1 Committee meetings shall be held as often as the Committee thinks fit, aiming for not less than four meetings each year. The quorum for such meetings shall be five. If necessary, the meeting, or the attendance by one or more Members, may take place by electronic means. The Chairman and the Secretary shall have discretion to call emergency Committee meetings. The Secretary shall give all the Members of the Committee not less than one days' notice of a meeting.
- 8.2 The Chairman shall either chair the Committee or delegate that duty to another.

- 8.3 Decisions of the Committee shall be made by a simple majority (unless provided otherwise in specific circumstances) and in the event of a tie the Chairman of the meeting shall have a casting vote.

9 Club Annual General Meeting (AGM)

- 9.1 The AGM of the Club shall be held at such time as the Committee shall decide 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 Treasurer's report as to the financial position of the Club;
 - c) to elect the Officers and other Members of the Committee;
 - d) to decide on any resolution which may be duly submitted;
 - e) to deal with any other matters which the Committee desires to bring before the Membership;
 - f) to agree the rate of subscriptions for the following year.
- 9.2 Notice of any resolution proposed to be moved at the AGM shall be given in writing to the Secretary not less than seven days before the meeting.
- 9.3 Other than in exceptional circumstances, no period greater than fifteen months shall elapse between one annual general meeting and the next.

10 Club Extraordinary General Meeting (EGM)

- 10.1 An EGM may be called at any time by the Committee. It may also be called within twenty-one days of receipt by the Secretary of a written request made on behalf of not less than one fifth of the current year's Members, stating the purposes for which the meeting is required and the resolutions proposed.

11 Procedures at the Club AGM & EGM

- 11.1 The Secretary shall send to each full Member at his last known address or by electronic means, 21 days notice of the date, time and place of the meeting together with any resolutions to be proposed and, in the case of an AGM the names of the persons proposed to be elected as Members of the Committee for the ensuing year. 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.
- 11.2 The quorum for the meetings shall be ten Full Members or one-tenth of the Full 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.
- 11.3 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 Committee present to preside and if no other member of the Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to chair the meeting.
- 11.4 If the persons attending a 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. When adjourning a meeting the Chairman 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

REVISED CONSTITUTION AGREED AT AGM 11/3/23

fixed by the Members of the Committee, in which case proper notice will be given. The Chairman must have regard to any preference indicated as to the time and place of any adjournment.

- 11.5 Members of the Committee may attend and speak at meetings, as may other Club Members, at the discretion of the Chairman.
- 11.6 Each Full Member shall have one vote and resolutions shall be passed by a simple majority of those Full Members present and voting. In the event of an equality of votes the Chairman of the meeting shall have a casting or additional vote. There shall be no right to vote by proxy.
- 11.7 The Secretary, or a member of Committee, shall take minutes.

12 Club Premises

- 12.1 The Club Premises will be open for Full and Social Members at such times or for such other periods as the Committee shall decide. The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's legal consents.
- 12.2 Any works or planting within the Club boundary must be authorised in advance by Committee, and where appropriate, subject to necessary consents.
- 12.3 No works or planting shall be carried out beyond and adjacent to the Club boundary without the consent of the Committee who will subsequently seek the consent of the West Mersea Town Council and any other necessary consents. No works or planting will commence without prior written consent of the West Mersea Town Council. Any works included in a planting scheme agreed with the West Mersea Town Council will be carried out in accordance with that agreed scheme, and not otherwise unless a separate consent by the Town Council has been given

13 Sale of Alcohol by the Club

- 13.1 Sale by the Club of intoxicating liquor shall be at the discretion of the Committee, and in accordance with all legal consents.
- 13.2 The permitted hours for supply of intoxicating liquor shall be in accordance with licensing and planning consents.
- 13.3 No-one under 18 years of age shall be supplied with intoxicating liquor. Any person who appears under the age of 25 will be asked for proof of age - only photographic identification will be accepted as proof - such as passport, photo card driving license or Armed forces identification cards.
- 13.4 Any children under the age of 18 attending club events where alcohol is supplied must be accompanied by their parent or guardian.
- 13.5 No one may at any time receive at the expense of the Club or any Member any commission, percentage or pecuniary benefit on or with reference to purchases of intoxicating liquor by the Club.

14 Club Guests & Visitors

- 14.1 The Committee, or 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 Club 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.
- 14.2 The Member introducing a guest must record the guest's details in such manner as determined by Committee.
- 14.3 No one may be admitted as a guest on more than five occasions in any calendar year.
- 14.4 Guest players will pay such fee as agreed by Committee.

- 14.5 Visitors may play at the Club, at times specified by the Club, and subject to payment of a fee determined by the Club.

15 Club Finances

- 15.1 The Club is a non-profit making organisation. The income and property of the Club shall be applied solely towards promoting the Club's objects.
- 15.2 The property of the Club shall be vested in the Company and managed by the Committee for the benefit of Club Members.
- 15.3 The Committee shall have power to authorise the payment of expenses, and costs for the procurement of goods or services incurred, to any Member of the Committee, or Club Member.
- 15.4 The Committee shall have the power to enter into contracts up to the total value of £7,500 and a single contract up to £4,000 in any financial year. Any expenditure above that sum must be authorised by Members at an AGM or EGM.
- 15.5 Committee Members are authorised to procure goods and services as follows:
- up to £100 no prior agreement is needed;
 - between £101 and £200 prior agreement of the Chairman and Treasurer (or a substitute for either, if either has an interest in the matter) is needed;
 - over £200 prior agreement of the Committee is needed.
- 15.6 Unless there is good reason not to do so in a particular case, for expenditure over £100 three quotes or estimates shall normally be obtained prior to entering into the contract that is ultimately considered to provide the best all round good value. In the event that a person providing quotes or estimate is a Member, three quotes must always have been obtained prior to entering into the contract that is considered to provide best all round good value.
- 15.7 Quotes and estimates will be sent to the Committee Member seeking them. The decision will be taken in accordance with 15.5.
- 15.8 All moneys payable to the Club shall be received by the Treasurer and shall be deposited in a bank account in the name of the Company. Monies shall be drawn from that account either by direct internet transfer by the Treasurer and authorised by a signatory on the account electronically, or by cheque signed by two of the three signatories who shall be the Chairman, Secretary and Treasurer. Any moneys not required for immediate use may be saved and used by the Committee at their discretion, in the interests of the Club.
- 15.9 The financial transactions of the Company shall be recorded by the Treasurer.
- 15.10 Unaudited accounts of the financial affairs of the Club Company shall be prepared each year and filed at Companies House. The accounts must be made available to Members prior to the AGM.

16 Club Data Protection

- 16.1 The Club will comply with the requirements of relevant Data Protection legislation and principles, and an appropriate Data Protection Policy has been adopted by the Club. Members agree to accept any such Data Protection Policy, a copy of which is available on the Club website.

17 Club Dissolution

- 17.1 A resolution to dissolve the Club shall be proposed only at an EGM and notwithstanding Paragraph 11 of this Constitution shall be passed only if carried by a majority of at least three-quarters of the Members entitled to attend and being present and voting.
- 17.2 The dissolution shall take effect from the date of the resolution and the Committee working with the Directors shall be responsible for the winding-up of the assets and liabilities of the Club
- 17.3 In the event of dissolution of the Club, The Company shall be liquidated.
- 17.4 Following the dissolution of the Club in accordance with the above and the liquidation of the Company in accordance with Paragraph 40 of the Articles of Association, and after the discharge of any debts and liabilities of the Club and Company, any property remaining shall not be paid to or distributed among the Members but shall be given to another registered community amateur sports club, as decided by the Committee.

18 Club Rules and Interpretation

- 18.1 All Members are deemed to have read this Constitution and to be bound by it. Except as under Paragraph 18.2 these Rules shall not be extended, amended or rescinded except at an AGM or EGM. The Committee shall deal with any difference regarding interpretation of the Constitution and/or any matter not provided for within them and the Committee's decision shall be final.
- 18.2 The Committee may from time to time make such rules as they may deem necessary or expedient or convenient for the proper conduct, benefit and management of the Club. Any rules so enacted shall be posted immediately on the Club Notice Board. Members shall have the right to challenge such rules at an AGM or specially convened EGM but until they are successfully challenged they shall remain effective.