



**RULES FOR UNINCORPORATED LAWN TENNIS CLUBS
QUALIFYING AS COMMUNITY AMATEUR SPORTS CLUBS
prepared by Farrer & Co for The Lawn Tennis Association
June 2006**

WHEATLEY HILLS TENNIS CLUB

1. Name

The Club, established in 1954, is called Wheatley Hills Tennis Club ("the Club").

2. Definitions

- 2.1 "the Chairman" means the person elected each year, at the Annual General Meeting, to be the Chairman of the Club in accordance with Rule 9;
- "the YCLTA" means Yorkshire County Lawn Tennis Association;
- "the Honorary Secretary" means the person elected each year at the Annual General Meeting, to be the Honorary Secretary of the Club in accordance with Rule 9;
- "the Honorary Treasurer" means the person elected each year at the Annual General Meeting, to be the Honorary Treasurer of the Club in accordance with Rule 9;
- "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;
means the committee elected under Rule 9 to manage the Club;
- "the Management Committee"
- "member" means a member of the Wheatley Hills Tennis Club
- "the President" means the person elected each year at the Annual General Meeting, to be the president of the Club in accordance with Rule 9;
- "the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.
- "Disciplinary Code" means the disciplinary code of [the LTA] in force from time to time;
- "Rules" means the rules of [the LTA] as in force from time to time;
- 2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

3. Objects

The objects of the Club are:

- (a) principally to provide facilities for lawn tennis and generally to promote, encourage and facilitate the playing of lawn tennis in the area of Wheatley Hills and amongst the community;
- (b) to provide and maintain Club premises at Wheatley Hills 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 affiliate to the YCLTA (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the YCLTA and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is 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) 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) to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the YCLTA (as appropriate) where so required by the Rules and Regulations of the LTA or the YCLTA (as the case may be);
- (i) to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs;
- (j) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Application of Surplus Funds

- 4.1 The Club is a non-profit making organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than to another community amateur sports club for lawn tennis, to the LTA for use in community related lawn tennis initiatives, or to a registered charitable organisation, on winding-up or dissolution of the Club.
- 4.2 Nothing in Clause 4.1 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.
- 4.3 No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

5. Membership

5.1 Eligibility for membership

- 5.1.1 Persons of either sex are eligible for full membership of the Club provided they are at least 18 years old. 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.
- 5.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.
- 5.1.3 The number of Full Members is limited to 150 due to available facilities.

5.2 Admission of Members

- 5.2.1 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.

5.3 *Classes of Members*

5.3.1 There shall be the following classes of members for the Club:

Full Member

Non-Playing Member

Junior Member - coaching only or to have access to the courts at other times

Student (aged 18 or over)

5.3.2 Only Full Members and Non Playing Members shall be entitled to receive notice of, attend and vote at general meetings. The other Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at general meetings.

All Members shall be subject to these Rules and the Regulations of the club and shall abide by the Rules and Regulations of the LTA and the relevant YCLTA, from time to time in force.

5.4 *Subscriptions*

5.4.1 The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Management Committee provided that the Management Committee shall use its best endeavours to ensure that the fees set by it do not preclude membership of the Club.

5.4.2 The Members shall pay any entrance fee and annual subscription fees set by the Management Committee from time to time.

5.4.3 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*.

5.4.4 Membership shall not be transferable in any event and shall cease immediately on death or dissolution.

5.5 Each member agrees as a condition of membership:

to be bound by and subject to these rules (as in force from time to time) ¹;

to be bound by and subject to the Rules and the Disciplinary Code ².

Rule 5.5 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 5.5 should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

¹ This means that each member of Wheatley Hills Tennis Club agrees to be bound by the rules of the club.

² This means that each member of the Wheatley Hills Tennis Club agrees to be bound by the LTA's Rules and Disciplinary Code.

5.6 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 this rule.

6. Resignation

6.1 A Member may withdraw from membership of the Club on **one months dear** notice to the Club.

6.2 Any Member whose entrance fee or subscription is not paid by such date as the Management Committee shall decide each year (more than three months in arrears) shall be deemed to have resigned his membership of the Club.

7. Expulsion

7.1 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the sport or of the Club for him/her to remain a Member, including the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

7.2 A Member shall not be expelled unless he/she 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.

7.3 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to be accompanied by a representative or friend, who may answer complaints made against the member and to cross-examine any witnesses on behalf of the member. The member must not be expelled unless at least two-thirds of the Management Committee vote in favour of his expulsion.

7.4 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.

7.5 Anyone who is expelled or refused membership has the right of appeal against the decision. This must be lodged to the committee within 14 days. The appeal will be considered by 3 members of the management committee in consultation with the legal department of the LTA and/or the Case Study Management Team of the LTA and the final decision made known in writing following this meeting.

8. Effect of Resignation or Expulsion

8.1 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.

9. The Management Committee

9.1 The Club shall be managed by a Management Committee consisting of:

- (a) the President;
- (b) the Chairman;
- (c) the Honorary Secretary;
- (d) the Honorary Treasurer;
- (e) no more than 5 other Members elected annually at the annual general meeting.

- 9.2 Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen, must be nominated by any two full or non playing members. Officer and committee members shall be elected at the AGM.
- 9.3 Any person nominated as a member of the Management Committee must be a Full Member or non playing member of not less than 1 years' standing.
- 9.4 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 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.
- 9.5 The Management Committee shall be elected at the Annual General Meeting in 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).
- 9.6 In addition to the members elected in accordance with this Rule 9, the Management Committee may co-opt up to 3 further Members who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 9.7 The Management Committee may appoint any 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.
- 9.8 Retiring members of the Management Committee may be re-elected.
- 9.9 A member of the Management Committee shall be deemed to have vacated office if:
- (a) he/she resigns his office by notice to the Club; or
 - (b) he/she shall without sufficient reason fail to attend for more than three consecutive meetings of the Management Committee.
 - (c) he/she 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 YCLTA or the LTA; or
 - (d) he/she is requested to resign by all the other Management Committee members acting together.
- 9.10 Wheatley Hills Tennis 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 the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that [the LTA] and Wheatley Hills Tennis Club can enforce any breach at its option and in its sole discretion ³.

³ The means that the members of the club's/registered place to play's Management Committee need to agree to comply with the LTA's Rules and Disciplinary Code.

10. Proceedings of the Management Committee

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 3 meetings each year. The quorum for such meetings shall be 5 people. 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 5 days' notice of a meeting.

- 10.2 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 Secretary / President 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The Management Committee shall appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a General Meeting. The Chairman from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chairman shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Club or the Committee in good faith be conclusive evidence of the fact so stated.
- 10.7 The number of Trustees shall not be more than four or less than two.
- 10.8 The members of the Management Committee shall be entitled to an indemnity 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.

11. Annual General Meeting

- 11.1 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:
- (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 remove and elect the auditor or confirm that he remain in office;
 - (d) to elect the Officers and other members of the Management Committee;
 - (e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
 - (f) to deal with any other matters which the Management Committee desires to bring before the membership.
- 11.2 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 28 days before the meeting.

11.3 No period greater than fifteen months shall elapse between one Annual General Meeting and the next.

12. Extraordinary General Meetings

12.1 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 25 or a third of the declared membership, stating the purposes for which the meeting is required and the resolutions proposed.

13. Procedures at the Annual and Extraordinary General Meetings

13.1 The Honorary Secretary shall send to each Member at his last known address, by post or e-mail, written notice of the date of the general meeting together with the resolutions to be proposed at least 21 days before the meeting.

13.2 The quorum for the Annual and Extraordinary General Meetings shall be 10 Members or one-tenth of the membership of the Club (whichever is the greater number). "

13.3 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.

13.4 Each Full Member and Non-Playing 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.

13.5 The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at Annual and Extraordinary General Meetings.

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

14. Coaches and players

Wheatley Hills Tennis Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of Wheatley Hills Tennis Club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that [the LTA] and Wheatley Hills Tennis Club can enforce any breach at its option and in its sole discretion ⁴.

⁴ This means that each club/registered place to play is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code

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 16.1 must enter the name and address of the guest together with the name of the introducer 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 occasions in any calendar year unless special arrangements have been made.

16. Opening of Club premises

- 16.1 The Club is open between *Sam* and *10pm* (or *9pm during winter months*) on each day or 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

- 17.1 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.

18. Regulations and Standing Orders

- 18.1 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. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

19. Finance

- 19.1 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 cheque signed by two of the three signatories 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.
- 19.2 Subject to Rule 25.3, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 19.3 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.
- 19.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.
- 19.5 A report on these accounts shall be prepared by an auditor. The accounts must be made available to every Member when notice concerning the Annual General Meeting is given.

20. Borrowing

- 20.1 The Management Committee may borrow a maximum total amount of £25000 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 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.
- 20.4 The Trustees shall, at the discretion of the Management Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

21. Property & Funds

- 21.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.
- 21.2 The Trustees shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.
- 21.3 The Oub may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, away-match expenses, post match refreshments and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.
- 21.4 The Club may also in connection with the sports purposes of the Club:
 - (a) sell and supply food, drink and related sports clothing and equipment;
 - (b) employ members (though not for playing) and remunerate them for providing goods and services, on fair terms set by the Committee without the person concerned being present;
 - (c) pay for reasonable hospitality for visiting teams and guests;
 - (d) indemnify the Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets).
 - (e) The Committee will have due regard to the law on disability discrimination and child protection.

22. Dissolution

- 22.1 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. 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.
- 22.2 Any property remaining on a winding up or dissolution of the club after the discharge of debts and liabilities of the club shall:
 - 1 Be paid or distributed to the LTA for use in community related tennis initiatives **OR**
 - 2 Be paid or distributed to another community amateur sports club for lawn tennis **OR**
 - 3 Be paid to a registered charitable organisation for lawn tennis
 - Or any combination of the above as determined by the membership at the time.

23 Priority

Where there is any conflict between any of the above Rules ("key Rules") and any other rule or rules the key Rule(s) will take priority. Interpretation of all the Rules must be consistent with the statutory requirements for CASCs (which means Community Amateur Sports Clubs as first provided for by the Finance Act 2002.)

Signed: Janet Arrowsmith Chair Person Wheatley Hills Tennis Club

Signed:..... Mike Hogg Secretary Wheatley Hills Tennis Club

Date of meeting at which the constitution was agreed: 31st January 2013-02-08

Nb The main amendment is in section 7.5