

**CONSTITUTION OF
WITNEY LAWN TENNIS CLUB
AS UPDATED 22nd May 2019**

1. TITLE

The Club shall be called Witney Lawn Tennis Club, hereafter to be referred to as “the Club” and shall be affiliated to Tennis Oxfordshire.

2. OBJECTS

The Objects of the Club are:

- (a) to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis.
- (b) to provide and maintain Club premises at Burford Road, Witney, Oxon.
- (c) to promote, improve, develop and support the interests of Tennis;
- (d) to provide such other benefits to its members as it shall think fit;
- (e) to affiliate to Tennis Oxfordshire and by doing so to affiliate to the Lawn Tennis Association (LTA) and to comply with and uphold the Rules and Regulations of Tennis Oxfordshire and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated; *to adopt the disciplinary code of the LTA in force from time to time.
- (f) to make rules (“rules” means the rules of the LTA as in force from time to time), regulations, byelaws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against members;

A. Each member agrees as a condition of membership to be bound by and subject to these rules (as in force from time to time which means that each member of the Club/Registered Place to Play agrees to be bound by the rules of the Club/Registered Place to Play).

B. Each member agrees as a condition of membership to be bound by and subject to the LTA Rules and Disciplinary Code.

Rules in A & B immediately above mentioned confer a benefit on the LTA and subject to the remaining provisions of this rule, are 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 A & B, 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.

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.

- (g) to discipline the members where permitted by its rules and regulations.

***Defined Terms**

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

LTA means The Lawn Tennis Association Limited (previously LTA CLG) and its subsidiaries or such successor entity or entities as becomes the governing body of the game of lawn tennis from time to time.

3. MEMBERSHIP

Member means a member of the Witney Lawn tennis Club which is a registered place to

play.

Any person who wishes to become a member must submit an application in such form as the General Committee shall decide and by so doing undertakes to abide by the rules and policies of the Club.

(A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a member before those two days have elapsed.)

- 3.1. Membership of the Club shall be open to any person completing an application online via the Club's website or a membership application form and paying the relevant subscription as determined by an Extraordinary General Meeting of the Club Members to be held in February each year.
- 3.2. There shall be the following classes of membership available:-
 - 3.2.1. Adult.
 - 3.2.2. Junior (Under 16 years of age on 1st April).
 - 3.2.2 Junior (Under 11 years of age on 1st April).
 - 3.2.3. Married Couple.
 - 3.2.4. Family i.e. 2 Adults plus any number of **Juniors** residing at the same address. Dates of birth of Juniors should be put on the application form.
 - 3.2.5. Senior over 65 years of age.
 - 3.2.6. Student (Student Card to be produced if required).
 - 3.2.7. Country (Members living over 10 miles from the Club).
 - 3.2.8. Honorary Member.
 - 3.2.9. Adult Winter (1st October - 31st March).
 - 3.2.10 Corporate – available to businesses on the basis that the membership includes a minimum of 20 players and a maximum of 35 players. Individual names and Email addresses to be included on the membership database.
 - 3.2.11 Corporate Winter Membership (Full)
 - 3.2.12 Corporate Winter membership (Restricted) – Times available for Restricted membership are Monday to Thursday for play up to 4.00pm. Friday – Sunday, courts can be used at any time apart from match times and other organised Club sessions.
 - 3.2.13 Students living away from Oxfordshire.
 - 3.2.14 Winter Junior under 16.
 - 3.2.15 Winter Junior under 11.
 - 3.2.16 Parent membership – available to parents of junior members at a greatly reduced rate for the sole purpose of enabling them to play with their own children. Parent members may not play with any other members, adult or junior, or with non-members, and they will receive no other benefits of membership.
- 3.3 Only Full members shall be entitled to receive notice of, attend and vote at General Meetings and all members shall be subject to these rules and the regulations of the Club and shall abide by the rules and regulations.
- 3.4 The annual subscription for each type of member shall be determined from time to time by the General Committee and members shall pay this annual subscription fee to be entitled to the privileges of membership.
- 3.5 Any member whose subscription is not paid by such date as the General Committee shall decide each year shall be deemed to have resigned his membership of the Club.

- 3.6 A member may withdraw from membership of the Club on clear notice of one month. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these rules.
- 3.7 The General Committee shall have the power to expel a member when, in its opinion, it would not be in the interests of the Club for him or her to remain a member. A member shall not be expelled unless he or she is given 14 days' written notice of the meeting of the General Committee at which his or her expulsion shall be considered and written details of the complaint made against him or her.
- 3.8 **No Refunds** will be made for requests received after the season has started on 1st April for whatever reason.
- 3.9 Annual subscriptions are due no later than 1st May each year. The Club has a right to reduce subscriptions in respect of early payment or increase subscriptions in respect of late payment if it sees fit to do so from time to time.
- 3.10 If after a reminder has been given, a subscription has not been paid within 30 days the defaulter may be expelled at the discretion of the Committee.
- 3.11 Discounted Subscriptions for new members joining after 1st July and before 30th September.
- 3.12 **NEW** members can join from April to September on a sliding scale to be decided upon at the AGM each year.

N.B.

The Committee can authorise the introduction of a new type of membership and set the initial amount of the subscription prior to an Annual General Meeting when it is in the interests of the Club to take such action. This introduction of membership would be included on the Agenda of the Annual General Meeting following such introduction so that the Constitution can be amended.

4. OFFICERS

The officers of the Club shall be as follows:-

Chairperson Honorary Secretary Honorary Treasurer Match Secretary
Safeguarding Officer

5. ELECTION OF OFFICERS

- 5.1 All officers shall be elected at the Annual General Meeting of the Club, from, and by, the members of the Club.
- 5.2 All officers are elected for a period of one year, but may be re-elected to the same office or another office the following year.

6. GENERAL COMMITTEE

- 6.1 The affairs of the Club shall be controlled by a General Committee comprising of Chairperson, Honorary Secretary, Honorary Treasurer, Match Secretary, and no more than seven other members elected from and by the Full Members of the Club making a total of 11. The General Committee shall meet at agreed intervals and not less than four times per year.

Any person nominated as a member of the Management Committee must be a Full Member or Honorary member.

In addition to the members elected or appointed in accordance with this Rule, the General Committee may co-opt up to two further Members who shall serve until the next annual

general meeting. Co-opted members shall be entitled to vote at the meetings of the General Committee.

The General Committee may appoint any Member to fill any casual vacancy on the General Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.

[A member of the General Committee shall be deemed to have vacated office if:

- (a) s/he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (b) s/he is, or may be, suffering from mental disorder; or
- (c) s/he resigns her/his office by notice to the Club; or
- (d) s/he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the CLTA or the LTA; or
- (e) s/he is requested to resign by not less than two-thirds of the other General Committee members acting together.]

6.2 The duties of the General Committee shall be:-

- 6.2.1 To control the affairs of the Club on behalf of the members.
- 6.2.2 To keep accurate accounts of the finances of the Club through the Treasurer. These should be available for reasonable inspection by members on request. The Club shall maintain a bank current account and the following Officers shall be authorised to sign Club cheques:- two from the Chairperson, Treasurer and Secretary.
- 6.2.3 To co-opt additional members of the Committee as the Committee feels this is necessary. Co-opted members shall not be entitled to a vote on the Committee.
- 6.2.4 To make decisions on the basis of a simple majority vote. In the case of equal votes, the Chairperson shall be entitled to an additional casting vote.

The Club/Registered Place to play 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 the Club/Registered place to play can enforce any breach at its option and in its sole discretion which 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.

7. ANNUAL GENERAL MEETINGS

- 7.1 The Annual General Meeting of the Club shall be held not later than the end of April each year (*it was proposed, seconded and agreed at an Extraordinary General Meeting held on 23rd March 2016 to move the AGM from October to April, with effect from 2017, as the Club has changed its financial year to run from April 1st to March 31st, thus bringing it into line with the UK financial year*). 14 clear days written notice shall be given to Members of the Annual General Meeting and the correspondence should consist of a letter stating the date, time and venue and a proposed agenda. A copy of this correspondence should be posted on the Club notice board. Members must advise the Secretary in writing of any business they wish to add to the Agenda at least 5 days before a meeting.

- 7.2 The business of the Annual General Meeting shall be to:-
- 7.2.1 Confirm the minutes of the previous Annual General Meeting and any General Meetings held since the last Annual General Meeting.
 - 7.2.2 Receive the audited accounts for the year to 31st March (*previously 30th September – see paragraph 7.1, above*) from the Treasurer.
 - 7.2.3 Receive the annual report of the Committee from the Chairperson
 - 7.2.4 Elect the Officers of the Club i.e. Chairperson, Secretary, Treasurer, Match Secretary and the other General Committee Members.
 - 7.2.5 Transact such other business received in writing by the Secretary from members 5 days prior to the meeting and included on the agenda.
- 7.3 Nomination of candidates for election of Officers shall be made to the Secretary at least 2 days in advance of the Annual General Meeting date. Nominations can only be made by Full members and must be seconded by another Full member.
- 7.4 The quorum for the annual general meetings shall be 8 members.

8. GENERAL MEETINGS

- 8.1 At the General Meetings the chair will be taken by the Chairperson or, in their absence, by a deputy appointed by the Club or by Full Members attending the meeting.
A quorum for a general meeting shall be 5 and must include one of the Chairman, Hon Secretary or Hon Treasurer.
- 8.2 Decisions made at a General Meeting shall be by a simple majority of votes from those Full members attending the meeting. In the event of equal votes, the Chairperson shall be entitled to an additional casting vote.

9. EXTRAORDINARY GENERAL MEETINGS

- 9.1 Extraordinary General Meetings may be convened by the General Committee or on receipt by the Secretary of a request in writing from not less than 20 Full members of the Club. At least 21 days' notice of the meeting shall be given.
- 9.2 An Extraordinary General Meeting will be held each February for the purpose of reviewing Club Subscription rates and agree them for the coming year. At least 21 days' notice of the meeting shall be given. Annual subscriptions are due no later than 1st May each year. The Club has a right to reduce subscriptions in respect of early payment or increase subscriptions in respect of late payment if it sees fit to do so from time to time. If after a reminder has been given, a subscription has not been paid within 30 days the defaulter may be expelled at the discretion of the Committee.

10. ALTERATIONS TO THE CONSTITUTION

Any proposed alterations to the Club Constitution can only be considered at an Annual or Extra- ordinary Meeting, convened with the required written notice of the proposal. Any alteration or amendment must be proposed by a Full Member of the Club and seconded by another Full Member. Such alterations shall be passed if supported by not less than two thirds of those Full Members present at the meeting assuming that a quorum has been achieved

11. FORFEITURE OF RIGHTS

Any person ceasing to be a member of the Club shall forfeit all rights to and upon the Club, its property and its funds.

12. TEAM TENNIS

Team Captains shall be responsible for the selection of teams for matches and any member wishing to play league tennis must be prepared to play for whichever team they are selected.

13. RECORDS

All correspondence and records are to be kept for 6 years and then destroyed.

14. INCENTIVE FOR COMMITTEE MEMBERS

A reward for the work of Committee members and the out of pocket expenses which have been incurred but not reimbursed takes the form of an allowance of £15 per head per annum to put towards a meal.

15. DRAW FOR WIMBLEDON TICKETS

- **Only available to British Tennis Members working to guidelines given by the LTA or OLTA**
- Entrants must have been members of the Club the previous year *and be fully paid up members at the time of the draw (amendment proposed, seconded and agreed at the AGM held on October 22nd 2015, in order to accommodate the longer time period required by recent changes to the LTA's Wimbledon ballot process).*
- Family Memberships will have a maximum of three entries in the draw provided that all the family are British Tennis members, *but the first to be drawn of those three will be the only one to count (amendment proposed, seconded and agreed at the EGM held on February 13th 2019).*
- Juniors under 11 cannot enter the draw.
- Only one pair of tickets per membership. *In the case of Couple Memberships, both names will be entered but only the first to be drawn will count (amendment proposed, seconded and agreed at the EGM held on February 13th 2019).*
- *The former practice of reserving three pairs of tickets for a preferential draw among active Committee members is discontinued (amendment proposed, seconded and agreed at the EGM held on February 13th 2019).*

16. FINANCE

16.1 All moneys payable to the Club shall be received by the person authorised by the General 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 Hon Chairman, Hon Secretary and Hon Treasurer. Any moneys not required for immediate use may be invested as the General Committee in its discretion thinks fit.

16.2 The General Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the General Committee, Member or coach of the Club and to any other person or persons for services.

16.3. The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Hon Treasurer.

16.4 Full accounts of the financial affairs of the Club shall be prepared each year. The

accounts must be made available on request to any Member when notice concerning the annual general meeting is given, and they will be circulated after the meeting along with the minutes of the meeting.

17. BORROWING

17.1. When borrowing the General Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit.

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

18. ACCIDENTS

18.1 Triplicate forms will be kept in the Club House so that they can be completed as required with one copy being sent to the Club Secretary, one retained by the injured party and the third retained by the party completing the form. This meets the requirements of Health and Safety Regulations.

19. COURT PRIORITIES

Junior members have priority on the courts from 15.30 to 18.30 on weekdays and from 09.30 to 12.30 on Saturdays. Exceptions can only be granted by the committee and must be entered on the online booking system (*timings altered by the amendment proposed, seconded and agreed at the AGM on 22nd October 2015*).

Senior Members have priority for the Courts at all other times.

20. VISITORS

Visitors may be introduced by members (Junior members are restricted to one visitor at a time) who are responsible for payment of the visitor's fee to any Committee Member. No visitor may play more than three times in any one season.

21. DISSOLUTION

21.1 If at any General Meeting of the Club, a resolution passed calling for the dissolution of the Club, the Secretary shall immediately convene a Special general Meeting of the Club to be held not less than one month thereafter to discuss and vote on the resolution.

21.2 If at that Special general meeting the resolution is carried by at least two thirds of the Full Members present at the meeting, the General Committee shall thereupon or at such date as shall have been specified in the resolution, proceed to realise the assets of the Club and discharge all debts and liabilities of the Club.

21.3 After discharging all debts and liabilities of the Club, the remaining assets shall not be paid or distributed amongst the Full Members of the Club, but shall be given or transferred to some other voluntary organisation having objects similar to those of the Club.....**See Below#**

This clause has been changed as Sport England (The Lottery) will not look favourably at an application for funds if the remaining assets are distributed to Club Members. This change is not as radical as it would first appear as it seems almost inevitable that dissolution would only occur when assets have reached a low level usually due to severely reduced membership and/or unsustainable necessary expenditure.

22. WITNEY LAWN TENNIS CLUB EQUALITY AND DIVERSITY POLICY

The aim of this policy is to ensure that everyone is treated fairly and with respect and that members, non-members and visiting clubs and teams are not denied access to Witney LTC because of a discriminatory reason.

Witney Lawn Tennis Club is responsible for setting standards and values to apply throughout the Club at every level. Tennis should be enjoyed by everyone who wants to play the game.

Our commitment is to eliminate discrimination by reason of gender, sexual orientation, race, nationality, ethnic origin, religion or belief, ability or disability and to encourage equal opportunities.

This policy is fully supported by the Club Committee which is responsible for the implementation and review of this policy.

Witney Lawn Tennis Club, in all its activities, will not discriminate or in any way treat anyone less favourably, on grounds of gender, sexual orientation, race, nationality, ethnic origin, age, religion or belief, ability or disability. Witney LTC will ensure that it treats its employees, members, non-members and visiting clubs and teams fairly and with respect and will ensure that all members of the community have access to and have opportunities to take part in, and enjoy, its programmes of activities, competitions and events.

Witney Lawn Tennis Club will not tolerate harassment, bullying, abuse or victimisations of an individual (which the Witney LTC regards as forms of discrimination). This includes sexually or racially based harassment or other discriminatory behaviour, whether physical or verbal. Witney LTC will work to ensure that such behaviour is met with appropriate action in whatever context it occurs.

Witney Lawn Tennis Club commits itself to the immediate investigation of any complaints of discrimination on the above grounds, once they are brought to its attention. Complaints will be dealt with in accordance with its complaints policy and, where such a complaint is upheld, the WLTC may impose such sanction as it considers appropriate and proportionate to discriminatory behaviour.

Witney Lawn Tennis Club is committed to taking positive action where inequalities exist and the development of a programme of ongoing training and awareness in order to promote the eradication of discrimination and to promote equality and diversity in Tennis.

Witney Lawn Tennis Club is committed to a policy of equal treatment of all members and employees and requires all members and employees to abide by and adhere to these policies and the requirements of the relevant equalities legislation, including the Race Relations Act 1976, Sex Discrimination Act 1975, Disability Discrimination Act 1995, Age Discrimination Act 2006 as well as any amendments to these acts and any new legislation.

All Members are required to report any incidents or suspicions of abuse of children or vulnerable adults, or any bullying, discrimination on whatever grounds, or harassment as outlined above. Any reports will be received in the strictest confidence under the terms of the Club's Whistleblowing Policy (available on the Club's website). Members should report their concerns to the Club's Welfare/Safeguarding Officer (contact details prominently displayed at the Club and on the website). If an incident of abuse of a child or vulnerable adult clearly requires immediate attention, then the police should be contacted. For the guidance of Members, the Club's Safeguarding Policy (available in the Clubhouse and on the website) has a clear flowchart showing how to report a concern.

23. COACHES AND PLAYERS

The Club/Registered place to play agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Club/Registered place to play 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 the club/registered place to play can enforce any breach at its option and in its sole discretion which means that the members of the Club's/registered place to play Management Committee need to agree to comply with the LTA's rules and disciplinary code.

SignedChairperson

Date.....

Signed.....Officer of the Club

Date.....