



NTC CONSTITUTION

1. NAME

The Club, founded in 1948, shall be called the Newmarket Tennis Club (“the Club”).

2. DEFINITIONS

“the SLTA” means the Suffolk Lawn Tennis Association;

“the LTA” means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

“the LTA Disciplinary Code” means the disciplinary code of the LTA in force from time to time;

“the LTA Rules” means the rules of the LTA as in force from time to time;

“the Members” means the Members of the Club who have paid a subscription

“pay for play” means the facility for members of the community to reserve a court under the “club Spark” online app, and to be charged on a pay as you play basis.

3. OBJECTIVES

3.1 To provide facilities for, and promote participation in the amateur sport of Tennis in Newmarket and the surrounding communities

3.2 To permit members of the community to join the club as members, and participate in the wider benefits available to members, such as joining teams, organised social events and tournaments, participating in non-playing social events, etc.

3.3 To take and retain a Membership of the SLTA (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 SLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any governing body to which the LTA is registered or affiliated;

3.4 subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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;

3.5 for whatever reason the committee may at its discretion and by a majority vote, decide to terminate membership with the LTA, in such event the committee will determine a new set of rules and codes of conduct.

4. MANAGEMENT COMMITTEE

4.1 The Management of the Club ("the Management Committee") shall be but not exclusively: Chairman, Men's Captain-Ladies Captain, Hon. Treasurer, Hon. Secretary, Membership Secretary, Ground Representative, Welfare Officer, Communications/Marketing Representative, Club Coach and where deemed necessary additional representatives. All new appointments are all to be elected at the Annual General Meeting, with the exception of the Club Coach who is appointed by the Management Committee. The committee will consist of no more than 15 people

4.2 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 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 Club can enforce any breach at its option and in its sole discretion.

4.3 The Management Committee shall govern the Club and shall hold at least 4 meetings during the Club year. Members of the Management Committee shall be any Member of the Club entitled to vote at a General Meeting. Members of the committee must declare any conflict of interest on any agenda item, where it exists, at the start of the meeting. At which point the remainder of the committee must decide whether it is appropriate to exclude the member from the discussion and or from voting on that item. The minute of the discussion, if the member is excluded, may be kept confidential, however any outcome/decision will be communicated. A Junior Representative may be entitled to attend its meetings if requested by the

committee. A quorum at a committee meeting shall be five Members with the Chairman having a second or casting vote where necessary.

4.4 The Management Committee shall be responsible for the following:-

4.4.1 The nomination of up to 5 persons to the Board of Directors, with a minimum of 3 Directors appointed

4.4.2 The appointment of one or more persons to serve on the committee of any relevant organisation.

4.4.3 The appointment of one or more persons to assist on the Management Committee. Such persons have no voting rights at meetings of the Management Committee.

4.4.4 The financial policy of the Club.

4.4.5 The writing and enforcing of the playing and visitor's regulations.

4.4.6 The filling any office which may become vacant between one AGM and the next.

4.4.7 The appointment of sub-committees to be responsible to the Management Committee.

4.4.8 The appointment of the Club Coach.

4.4.9 Directors and members of the management committee will serve a period of 3 years, thereafter they will be presented for re-election at the AGM.

5. PRESIDENT

The Club may appoint a Member of the Club, a distinguished member of the community, or whomever they feel is appropriate to serve as President.

6. GENERAL MEETINGS

6.1 At all General Meetings there must be a quorum. A quorum at these Meetings shall be the lesser of fifteen or fifteen percent of the Club's Membership entitled to vote.

6.2 All Members are entitled to attend but only Members over the age of 18, (except Parents of Juniors, Cadets & Minis), are entitled to have a vote. Proxy votes are not allowed.

6.3 The Chairman for General Meetings shall be the Chairman of the Management Committee, or in their absence, by a Management Committee Member nominated by the Members of the Management Committee present.

6.4 Any change in the Constitution or Rules of the Club must be passed by a two-thirds majority of those Members present and entitled to vote at a General Meeting.

6.5 Except for Clauses 6.4 and 11.2 all motions shall be passed by a simple majority (majority of one) of all Members entitled to vote with the Chairman having a second or casting vote where votes are tied.

7. ANNUAL GENERAL MEETING ("A.G.M")

7.1 The A.G.M. must be held within 4 months of the end of the financial year, with not less than a 2 week notice being given to all Members.

7.2 Members shall submit, so as to be received by the Secretary not less than 7 clear days before the date of the A.G.M.:

7.2.1 nominations for the Management Committee, such nominees having given their consent before being nominated; and

7.2.2 such motions as they wish to be presented at the meeting. All such motions must be duly proposed and seconded by those Members entitled to vote.

7.3 The Agenda for the A.G.M. shall be as follows:

7.3.1 To adopt the minutes of the previous A.G.M. and of any subsequent Extraordinary General Meeting ("E.G.M.")

7.3.2 To receive the report of the Management Committee.

7.3.3 To approve the accounts for the financial year just ended.

7.3.4 To elect the Management Committee for the forthcoming year.

7.3.5 To elect up to 3 Directors to the Board in accordance with their Articles Of Association.

7.3.6 To elect Account Examiners for the forthcoming year.

7.3.7 To consider any motions of which due notice has been given in accordance with the provisions of the Club's Constitution.

7.3.8 Any other business

7.4 Proposals for changing the Constitution should be seconded by any Member entitled to vote and be given in writing to the Secretary not less than 7 days prior to the AGM.

8. EXTRA-ORDINARY GENERAL MEETING ("E.G.M")

8.1 An E.G.M. shall be called:-

8.1.1 Either on the request of the Management Committee or

8.1.2 on the written request, to the Hon. Secretary, of at least ten Members entitled to vote in which the reason for the request is fully stated.

8.2 Notice of the E.G.M. will be sent within three weeks of the request being received by the Hon. Secretary. The notice to the Members for an E.G.M. must be not less than two weeks.

9. MEMBERSHIP & SUBSCRIPTIONS

9.1 Membership of the Club shall be open to anyone interested in tennis, on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, the Club may limit Membership, according to available facilities, on a non-discriminatory basis.

9.2 The Club may have different classes of Membership and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating. From time to

time, will initiate a benchmarking exercise to ensure the fees are at market rates, on a comparable basis.

9.3 For determining Membership, the Club's Year will commence on 1st May and end on 30th April. Subscriptions are payable on or before 1st May. Members who have not paid their subscriptions by 1st May, may be removed from Membership of the Club, without further notice. The Management Committee shall have the authority to waive or refund all or part of the subscription of any person at their discretion.

9.4 The classes of Membership shall be as follows: –

9.4.1 Full Members: - playing Members entitled to use indoor and outdoor courts

9.4.2 Student Members: - Members over the age of 18 years and in full time education, (NUS card required)

9.4.3 Junior Members: - Membership will be in categories for U12, and 12 to 18 Years

9.4.4 Senior Members: - Members over the age of 65 from 1st April

9.4.5 Life Members: - may be awarded at the discretion of the Management Committee.

9.4.6 Family Members: - For 2 adults and children up to 18 or in full time education, all to live at the same address.

9.4.7 Indoor Members: - Have use all courts, indoor and outside from 1st October to 30th April

9.5 Each Member agrees as a condition of Membership:

9.5.2 to be bound by and subject to the Rules and the Disciplinary Code

9.6 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.

9.7 A Member may withdraw from Membership of the Club on 30 days clear notice to the Club. 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. Refunds will at the sole discretion of the Management Committee.

9.8 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse Membership or expel a Member or expel any visitor if it in its sole discretion determines that it would be in the interests of the Game or of the Club to do so.

9.8.1 A Member shall not be expelled unless they are given 14 days' written notice of the meeting of the Management Committee at which their expulsion shall be considered and written details of the complaint made against them.

9.8.2 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against them. The Member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of their expulsion.

9.8.3 The Management Committee may exclude the Member from the Club's premises until the meeting considering their expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making their representations.

9.8.4 The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's Members in a general meeting and decided by a majority vote of Members present and voting at such meeting.

9.8.5 Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and they have no right to the return of any part of their subscription.

10. APPLICATION OF SURPLUS FUNDS

10.1 The Club is registered as a Limited Company (Ltd) and will comply with the rules and regulations governing a limited company. NTC endeavours to make profits, however the club operates as a non-profit-making organisation. Subject to Rule 10.2, the income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of the Club's

objectives as set forth in these Rules, no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

10.2 Nothing in Clause 10.1 shall prevent the Club from entering an agreement with a Member for the supply by them to the Club of goods or services or for their 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.

11. WINDING UP

11.1 If, at any General Meeting of the Club, a resolution be passed calling for the dissolution of the Club, the Secretary shall immediately convene an Extraordinary General Meeting (E.G.M.) to discuss and vote on the resolution.

11.2 If, at that E.G.M, the resolution is carried by at least two-thirds of the Members present, the 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.

11.3 After settling all liabilities of the Club, the Management Committee shall dispose of the net assets remaining to one or more of the following:-

11.3.1 another Club with similar sports purposes which is a registered charity and/or

11.3.2 another Club with similar sports purposes which is a registered Community Amateur Sports Club and/or

11.3.3 the Club's governing body for use by them for related community sports.

12. ADMINISTRATION

12.1 The Club or its Management Committee shall not be held responsible for any Members or visitors property, nor shall there be any liability for personal injuries to Members or visitors whilst on the Club premises.

12.2 The Management Committee shall have the power to deal with all matters not provided for in this Constitution and to adopt Rules and Bye-laws for the operation of the Club provided that such Rules and Bye-laws shall not

be inconsistent with any provisions of this Constitution. In the event of any inconsistency this Constitution shall prevail.

12.3 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 rules and regulations of the relevant CLTA, the LTA Rules and the LTA 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 CLTA can enforce any breach at its option and in its sole discretion.

SIGNED

NAME

DATE

POSITION

NAME

DATE

POSITION