## Sodbury Tennis Club Constitution

## (Updated November 2021)

## 1. Name

The Club is called Sodbury Tennis Club ("the Club").

## 2. Definitions

2.1 "the Chairperson" means the person elected from time to time to be the Chairperson of the Club in accordance with Rule 9;
"the CLTA" means Avon County Lawn Tennis Association;
"the Game" means the game of tennis;
"the Honorary Secretary" means the person elected from time to time to be the honorary secretary of the club in accordance with Rule 9;
"the Honorary Treasurer" means the person elected from time to time to be the honorary treasurer of the Club in accordance with Rule 9;
"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 Management Committee" means the committee appointed under Rule 9 to manage the Club;
"the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;
"the Rules" mean the rules of this constitution and not the Standing Orders of the Club (which are laid out in a separate document);
"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.5
"the Officers of the Club" means the persons appointed under Rule 9 to hold the key positions in the Management Committee
2.2 Words denoting the singular number include the plural number and vice versa; words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

## 3. Objects

The objects of the Club are:
a) principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game in the area of Chipping Sodbury and amongst the surrounding community;
b) to provide and maintain Club premises at The Ridings, Chipping Sodbury.
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 eg: provision of suitable qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments etc.
d) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club.
e) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of anybody to which the LTA is registered or 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) 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
h) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate)
i) to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise 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. Subject to Rule 24.3 , the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules no portion thereof shall be paid or transferred, directly or indirectly, to the Members 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. 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 Members may be limited at the discretion of the committee if it is felt that the facilities cannot cope, but this will be on a non-discriminatory basis.

### 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 or decline membership for reasons set out in rule 7.1.
5.2.2 Declined applications will adhere to the same process and rules as those for expelled members set out in rule 7

### 5.3 Conditions of membership

5.3.1 Each member (of each class) agrees as a condition of membership:
(A) to be bound by and subject to these rules, the Club's standing orders and the rules and regulations of the relevant CLTA (as in force from time to time); and (B) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code
5.3.2 Rule 5.3.1 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 $5 \cdot 3$, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.
5.3.3 The Management Committee may subject to Rule 7 terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule.

### 5.4 Classes of Members

5.4.1 Classes of members shall be as determined by the Management Committee from time to time.
5.4.2 All Members aged 18 or over shall be entitled to receive notice of, attend and vote at general meetings. A member under the age of 18 shall be entitled to all the privileges of membership relevant to his class of membership but shall not have the right to receive notice of, attend and vote at general meetings. An exception shall be made for "Invited Juniors", those Juniors who are given permission to attend adult club session, and additionally who are aged 16 and over. They shall be eligible to receive notification and entitled to attend general meetings but they will not be allowed to vote.

### 5.5 Subscriptions

5.5.1 Annual subscription for each type of Member shall be proposed by the Management Committee and adopted subject to a vote of members present at the AGM.
5.5.2 The Members shall pay any annual subscription thus set in clause 5.5.1
5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid his first annual subscription.
5.5.4 Any Member whose subscription is not paid by one month following the date of the new season (normally 1st April) shall be deemed to have resigned his membership of the Club.

### 5.6 Friends of Sodbury Tennis Club

5.6.1 From time to time, the Management Committee may invite people with an association to the Club (for example a former Member or a relative of a Member) to become a Friend of Sodbury Tennis Club ("Friend").

5,6,2 Friends will not be entitled to any of the benefits of membership. However, Friends will be entitled to access the club house, receive Club correspondence and attend social functions.
5.6.3 Friends will not be entitled to use the court facilities, except as a visitor in accordance with the Club Rules (Standing Orders).
5.6.4 There is no charge if invited to become a Friend; however, Friends are welcome to make donations to either the Club or the Club's chosen charity.

## 6. Resignation

A Member may withdraw from membership of the Club with immediate notice. 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. 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.

## 7. Expulsion

7.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member only for good and sufficient cause, such as conduct or character likely to bring the Club or the Game into disrepute.
7.2 A Member/Applicant shall not be expelled or rejected unless he/she is given 14 days' written notice of the meeting of the Management Committee at which his/her expulsion or membership shall be considered and given written details of the complaint made against him/her. For new members this meeting will be held no longer than 60 days after the date of the application.
7.3.1 The Member/Applicant shall be given an opportunity to appear before the Management Committee to answer complaints made against him/her. The member must not be expelled or have his/her application rejected unless at least two-thirds of the Management Committee then present vote in favour of his/her expulsion/declined membership.
7.3.2 If the Member/Applicant is expelled/rejected written confirmation will be sent from the Management Committee within 7 days of the meeting.
7.4 The Management Committee may exclude a Member/Potential Member from the Club's premises until the meeting considering his/her expulsion or membership has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making his/her representations.
7.5 The Member/Applicant may appeal against the Management Committee's decision by notifying the Management Committee in writing within 30 days of the written notification of his/her expulsion/rejection. The Management Committee shall then 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.
7.6 If an applicant is refused membership or expelled they may not reapply for a period of 2 years from the date of the written notification of expulsion/rejection.

## 8. Effect of Resignation or Expulsion

Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and he/she has no right to the return of any part of his/her subscription.

## 9. The Management Committee

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

The Officers of the Club:
a) the Chairperson
b) the Honorary Secretary
c) the Honorary Treasurer

Other Positioned Management Committee members:
a) the Men's Captain
b) the Ladies' Captain
c) the Membership Secretary
d) up to 8 other Members as decreed necessary and elected at the annual general meeting.

The maximum number of members of the Management Committee shall be 14. (This includes co-opted members see rule 9.9)

The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

Only Officers of the club will have authority to act as signatories for the club (for example to sign grant applications, loans etc.) to implement the decisions of the management committee
9.2 Each member of the Management Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he is a fit and proper person prior to being elected.
9.3 The Club agrees that each of the 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 Club Standing orders and the rules and regulations of the relevant CLTA and the LTA Rules and the LTA Disciplinary Code, to such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.
9.4 The members of the Management Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Management Committee specify, any such delegation may authorize further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.
9.5 The Honorary Secretary shall send notice to the Members each year of which members of the Management Committee are retiring, and request nominations. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must declare themselves to be fit and proper persons in accordance with Rule 9.2 and nominated by any two Members aged 18 or over. The nominations must be submitted to the Honorary Secretary by such date as the Management Committee shall prescribe each year, having obtained the consent of the nominee. No Member may nominate more than one candidate for any one vacancy.
9.6 Any person nominated as a member of the Management Committee must be a Member aged 18 or over.
9.7 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 Chairperson shall have a casting vote.
9.8 All existing members of the Management Committee shall be subject to re-election at the annual general meeting each year.
9.9 In addition to the members elected or appointed in accordance with this Rule 9 and only if there are vacancies, the Management Committee may co-opt up to 2 additional members. These co-opted members shall
serve on the Management Committee until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
9.10 A member of the Management Committee shall be deemed to have vacated office if:
a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
b) he becomes unfit mentally or physically to act as a member of the Management Committee, by written opinion of a registered medical practitioner; or
c) he resigns his office by notice to the Club; or
d) he shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
e) 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
f) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.
9.11 The rules as laid down by the Town Trust, who administrate the land that the tennis club is built on, shall be deemed to be incorporated herein. Residents in Borough of Sodbury have the right to play on the courts when not booked by Members, under the regulations as defined in the Town Trust Constitution. Bylaws not inconsistent with these rules can be made, altered or withdrawn by the Committee.

## 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 two meetings each year. The quorum for such meetings shall be five. The Chairperson 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 seven days' notice of a meeting.
10.2 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairperson (or the acting Chairperson of that meeting) shall have a casting or additional vote.
10.3 The Management Committee may from time to time appoint from among its number such subcommittees 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.
10.4 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.
10.5.1 The Trustees of the Club shall be appointed from time to time as necessary by the Club in general meeting from among the Members who are willing to be so appointed. A Trustee shall hold office during his/her life, or until he/she shall resign by notice in writing given to the Management Committee or until a resolution removing him/her from office shall be passed at a general meeting by a majority comprising two-thirds of the Members present and voting.
10.5.2 Each Trustee is required as a condition of election or appointment to satisfy the HMRC fit and proper person test and to agree to be bound by and subject to these rules, the Club Standing Orders and the rules and regulations of the relevant CLTA and the LTA Rules and the LTA Disciplinary Code. Such agreement will contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.
10.5.3 All property of the Club including land and investments shall be held by the Trustees, in their own names so far as necessary and practicable, and for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee the Management Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his/her place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into names of the Trustees as constituted after the said appointment. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Management Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of Committee may participate in a meeting of the Management Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be the Club in compliance with the Management Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
10.6 The number of Trustees shall not be more than four or less than two.
10.7 Any member of the Management counted in the quorum and be entitled to vote.

## 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 Chairperson'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 independent examiner'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 independent examiner of the accounts or confirm that he/she remain in office
d) to elect the 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.
g) to nominate a Welfare Officer.

## 12. Extraordinary general meetings

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 ten Members stating the purposes for which the meeting is required and the resolutions proposed.

## 13. Procedures at the annual and extraordinary general meetings (AGM and EGM)

13.1 The Honorary Secretary shall send to each Member at his last known address written notice or Email of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 7 days before the meeting.
13.2 The quorum for the annual and extraordinary general meetings shall be 15 Members for the AGM and 20 Members for the EGM. No business other than the appointment of the Chairperson of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum
13.3 Each member aged 18 or over, 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 Chairperson of the meeting shall have a casting or additional vote.
13.4 The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

## 14. Purchase and supply of liquor

14.1.1. The purchase, supply and sale of Intoxicating liquor shall be the responsibility of the Bar Manager. The Bar Manager shall be appointed by the Management Committee and will attend committee meetings from time to time, as agreed with the Management Committee.
14.1.2 Intoxicating liquor shall not be supplied to Members on the premises otherwise than by or on behalf of the Club.
14.1.3 There shall be no arrangement for any person to receive at the expense of the Club, any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the club; or for any persons directly or indirectly to derive any pecuniary benefit from the sale of intoxicating liquor by or on behalf of the Club to Members or Guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise or contributing to a general gain from the carrying on of the Club.
14.1.4 The supply of Intoxicating liquor shall be as permitted by the Alcohol Licence issued by the local Government Authority.
14.1.5 Intoxicating Liquor shall not be sold or supplied except to the following classes of persons who shall be entitled entry to the Club House:

1. Members and their Guests, not exceeding three per member at any one time.
2. Friends of Sodbury Tennis Club, as defined in Clause 5.6.
3. Members of visiting teams their supporters and officials.
4. Persons attending functions in the Club House authorised by the Committee limited to a function of the tennis Club, or association or functions, promoted by and the responsibility of a Member of the Club who is present at the function or such other function not provided for above limited to twelve in any one year
5. Intoxicating liquor will not be served to any person under eighteen years of age.

## 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 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 five occasions in any calendar year.
15.4 The member introducing the guest is responsible for ensuring that the correct guest fee is paid.

## 16. Opening of Club premises

The Club is open for such periods as the Management Committee shall decide. The Club's facilities shall be available to the Member without discrimination.

## 17. Permitted hours

The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate.

## 18. Alteration of the rules

18. 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.
18.2 As soon as possible and in any case within 28 days after the making of any alteration or addition to these rules the Honorary Secretary must give written notice of the alteration or addition to the proper Licensing Authority and if relevant, the police.

## 19. Regulations and Standing Orders

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 provided that they shall not prejudice the Club's status as a Community Amateur Sports Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

## 20. Use of Facilities

20.1.1 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 standing Orders of Sodbury Tennis Club and 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.
20.1.2 The Management Committee, when entering into contracts with coaches for the provision of coaching services on the Club's premises, shall ensure that such contracts are compliant with clause 20.1.1.
20.1.3. The Management Committee may choose to appoint one of the Management Committee Members or to co-opt a member to act as Coaching Liaison officer (CLO). The role of the CLO will be defined by the Management Committee based upon recommendations from the Officers of the Club.

## 21. Finance

21.1 All moneys payable to the Club shall be received by Members of the Management Committee and shall be deposited in a bank account in the name of the Club or passed to the Treasurer to deposit. No sum shall be drawn from that account except by BACS, Direct Debits or a cheque signed by two of the three signatories who shall be the officers of the club. Any moneys not required for immediate use may be invested as the Management Committee, thinks fit.
21.2 Subject to prior approval of the Management Committee, the Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
21.3 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.
21.4 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly checked by a suitably qualified independent examiner.
21.5 Only Club officers shall have a discretionary spend of $£ 250$ to facilitate the urgent purchase of goods and services that would otherwise require a meeting of the Management Committee in order to sanction.

## 22. Borrowing

22.1 The Management Committee may borrow a maximum total amount of $£ 10,000$ 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.
22.2 When so borrowing the Management 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, and 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.
22.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
22.4 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.

## 23. Property

23.1 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.
23.2 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.

## 24. Dissolution

24.1 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.
24.2 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.
24.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the members of the Club, but shall be given or transferred to one or more of the following sporting or charitable bodies (i) the LTA for use in community related initiatives for the Game; (ii)another registered community amateur sports club for the Game; or (iii) a registered charitable organization.

