

# ***Arnside Lawn Tennis Club***

## **CONSTITUTION**

<b>Written by :</b>  <b>Date :</b>	<b>Checked by :</b>  <b>Date :</b>	<b>Approved by :</b>  <b>Date :</b>
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## HISTORY PAGE

<b>Version Number</b>	<b>Comments</b>	<b>Date Issued</b>
1	First issue of procedure following establishment of the Club	December 1999
2	Updated to reflect current operation of the Club	January 2012
3	Updated to include additional Sections included in the 2020 LTA template document and Finance Section 19.1 to describe current procedures	February 2021
4	Financial Section 19.1 updated to cover transactions made by on-line banking and cheque	June 2021

## **INTRODUCTION**

This Constitution describes the aims and rules of the tennis club. It is a statement of how the club intends to run itself and is important because :

- It will help to protect club members, committee members and officers
- It will serve as a reference, and help to resolve problems in times of controversy
- Clarifies how club procedures should work and helps to sort out internal problems and disagreements within the club
- Outsiders, especially potential funders expect to see a clear procedure by which decisions are taken. The Constitution demonstrates that the club is democratic and accountable.

## 1. Name

The Club, established in 1999, is called Arnside Lawn Tennis Club ("the Club").

## 2. Definitions

"the Chair" means the person elected at the AGM to be the chair of the Club in accordance with Rule 9;

"the CLTA" means Cumbria County Lawn Tennis Association;

"the Game" means the game of tennis;

"the Secretary" means the person elected from at the AGM to be the Secretary of the Club in accordance with Rule 9;

"the Treasurer" means the person elected from at the AGM to be the 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;

## 3. Objectives

The objectives of the Club are:

3.1 (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 Arnside Memorial Playing Field

3.2. to promote, improve, develop and support the interests of tennis;

- 3.3 to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and, where appropriate, 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 any body to which the LTA is registered or affiliated;
- 3.4 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;
- 3.5 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;
- 3.6 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);
- 3.7 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 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 26.3, the income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of 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.

#### **5. Membership**

##### *5.1 Eligibility for membership*

- 5.1.1 Potential members are eligible for Senior 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, unless this approved by the Management Committee.

5.1.3 The number of Members is to be recommended by the Management Committee and approved at the AGM/EGM

## 5.2 Admission of Members

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, in its absolute discretion, decide whether to admit that candidate as a Member.

5.2.1 Each member (of each class) agrees as a condition of membership:

- (i) to be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time) and
- (ii) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

5.2.2 Rule 5.2.1 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 5.3, 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.

5.2.3 The Management Committee may subject to Clause 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.

## 5.3 Classes of Members

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

- (i) Senior - 18 years and over
- (ii) Students in full-time education
- (iii) Unemployed - in receipt of a UB document
- (iv) Juniors - under 18 years
- (v) Family Members - up to two adults & the children of that family
- (vi) Winter Members - 1st October to 28th February
- (vii) Country Members - living outside a radius of 30 miles from Arnside Tennis Club. Country members have no voting rights at the Annual General Meeting (AGM) or an Extraordinary General Meeting (EGM)

Only Senior Members shall be entitled to receive notice of, attend and vote at general meetings. A Member other than a Senior Member shall be entitled to all the other privileges of membership relevant to this class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

#### 5.4 Subscriptions

- (a) The annual subscription for each type of Member shall be agreed at the first meeting of the Management Committee after the AGM.
- (b) Members shall pay the annual subscription fee within a specific time frame as agreed at the first Committee meeting after the AGM.
- (c) 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.
- (d) Any Member whose entrance fee or subscription is not paid by such date as the Management Committee shall decide each year shall be deemed to have resigned his membership of the Club.

### 6. Resignation

A Member may withdraw from membership of the Club on **one month** 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.

### 7. Withdrawal of Membership

- 7.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or exclude a Member if it in its sole discretion determines that it would be in the interests of the Game or of the Club to do so.
- 7.2 A Member shall not be excluded unless he/she is given 14 days written notice of the meeting of the Management Committee at which his/her exclusion shall be considered and written details of the complaint made against him/her. The procedure for handling a complaint by a member(s) is defined in a separate document entitled "Complaints Policy".
- 7.3 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against him/her. The member must not be excluded unless at least two-thirds of the Management Committee then present 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 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 at an extraordinary general meeting. The matter shall be decided by a majority vote of two-thirds of Senior Members attending the EGM.

## **8. Effect of Resignation or Exclusion**

- 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.
- 8.2 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:

the Chairman;

the Secretary;

the Treasurer;

no more than 7 other Members elected annually at the annual general meeting. The Management Committee shall appoint a Vice-Chair at the first Committee Meeting after the AGM.

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

- 9.2 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 regulations of the relevant CLTA and 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 Club can enforce any breach at its option and in its sole discretion.
- 9.3 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.
- 9.4 The Secretary shall send to the Members each year a nomination form for the election of members of the Management Committee. Those persons proposed to be nominated as members of the Management Committee must be nominated



by any Senior Member on the form prescribed by the Management Committee and must be submitted to the Secretary by such date as the Management Committee shall prescribe each year and must be signed by the nominating member.

- 9.5 Any person nominated as a member of the Management Committee must be a Senior Member of the Club.
- 9.6 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 .
- 9.7 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).]
- 9.8 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.].
- 9.9 Retiring members of the Management Committee may be re-elected.
- 9.10 A member of the Management Committee shall be deemed to have vacated office if:
  - (i) he/she becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (ii) a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become physically or mentally incapable of acting as a member of the Management Committee and may remain so for more than three months; or
  - (iii) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
  - (iv) he/she resigns his office by notice to the Club; or
  - (v) he/she shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without approval of the Management Committee and the Management Committee resolves that his/her office be vacated; or

- (vi) 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 CLTA or the LTA; or
- (vii) he/she is requested to resign by not less than two-thirds of the other Management Committee members acting together.

9.11 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Management Committee membership. The Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

## **10. Proceedings of the Management Committee**

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks provided that there shall not be less than 3 meetings per year. The quorum for such meetings shall be 5.
- 10.2 An Extra-ordinary General Meeting may be called at any time for a special purpose by the Management Committee. Such a meeting shall be called by the Secretary as soon as possible upon receipt of a request in writing signed by a minimum of 10 Senior members. The request shall state the purpose for which the meeting is called. As for the AGM, seven days notice shall be given to Senior members. The Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.
- 10.3 The Chair shall be the Chair of the Management Committee. Unless he/she is unwilling to do so, the Chair shall preside at every meeting of the Management Committee at which he/she is present. If the Chair is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chair shall preside. If there is no Vice-Chair or if he/she is not present within five minutes after the time appointed for the meeting or if he/she is unwilling to preside, the members of the Management Committee present may appoint one of their number to be Chair 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 Chair (or the acting chair 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 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.]

10.7 Any member of the Management 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 counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting is located.

### **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:

- (i) to receive the Chair's report of the activities of the Club during the previous year;
- (ii) receive and consider the accounts of the Club for the previous year, [the auditor's report on the accounts and] the Treasurer's report as to the financial position of the Club;
- (iii) to remove and elect the auditor or confirm that he remain in office;
- (iv) to elect the Officers and other members of the Management Committee];
- (v) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
- (vi) 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 Secretary not less than 14 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**

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 Secretary of a requisition in writing signed by not less than 7 Senior members Members should

state the purposes for which the meeting is required and the resolutions proposed. If an extraordinary general meeting is called after receipt of a Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of two months commencing on the date of that request.

### **13.Procedures at the Annual and Extraordinary General Meetings**

13.1 The Secretary shall send to each Member at his last known address written notice 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 14 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.

13.2 The quorum for the annual and extraordinary general meetings shall be 7 Senior Members [or one-tenth of the membership of the Club (whichever is the greater number)]. No business other than the appointment of the chair of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

13.3 The Chair shall preside at all meetings of the Club but if he/she is not present within 5 minutes after the time appointed for the meeting or has signified his/her 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 chair of the meeting.

13.4 If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the chair of the meeting must adjourn it. The chair of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Management Committee. The chair must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 13.1. No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

13.5 Members of the Management Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chair of the meeting may permit other persons who are not Members to attend and speak at a meeting.

- 13.6 Each Senior 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 chair of the meeting shall have a casting or additional vote.
- 13.7 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting.
- 13.8 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.9 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.]

#### **14. Guests**

- 14.1 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.
- 14.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 14.1 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.
- 14.3 No one may be admitted as a guest on more than four occasions in any calendar year.

#### **15. Opening of Club premises**

The Club is open between 8.00am and 9.30pm on each day or at such other times or for such other periods as the Management Committee shall decide.

#### **16. Alteration of the rules**

- 16.1 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.

#### **17. 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. Such regulations and standing orders and any repeals or

amendments to them shall have effect until set aside by the Management Committee.

## **18. Use of Facilities**

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.

## **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. Monies may be paid to the Club as cheques, cash or on-line bank transfer directly into the Club bank account.

No sum shall be drawn from that account except by (i) the Treasurer or nominated deputy using on-line banking or (ii) a cheque signed by two of a maximum of five signatories appointed by the Management Committee.

The financial transactions made by the above procedures shall be checked and signed each month by the Chairman or nominated deputy. The signed Statements shall be retained for a minimum of two years.

Any monies not required for immediate use may be invested as the Management Committee in its discretion sees fit.

19.2 Subject to Rule 26.3, 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 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.

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

19.6 Full accounts of the financial affairs of the Club shall be prepared each year. The above accounts shall be reviewed and signed & dated as accepted by an

independent person. 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 £5000 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 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.]
- 20.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

## **21. Notices**

- 21.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or
- other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.
- 21.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.
- 21.3 If any notice or other information is sent by the Club by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.
- 21.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

## **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.
- 22.2 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.
- 22.3 Any property remaining after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis or the LTA for use in community related tennis initiatives